## **REQUEST FOR PROPOSALS**

## FC-6017, Sustainable Home Initiative in the New Economy (S.H.I.N.E.) Multifamily Energy Efficiency Rebate Offer



Atlanta, Georgia

Kasim Reed
Mayor
City of Atlanta

Denise Quarles
Director
Mayor's Office of Sustainability

Adam L. Smith, Esq., CPPO, CPPB Chief Procurement Officer Department of Procurement



## CITY OF ATLANTA

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DEPARTMENT OF PROCUREMENT Adam L. Smith, Esq., CPPO, CPPB Chief Procurement Officer asmith@atlantaga.gov

June 26, 2012

## ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta, Department of Procurement ("DOP"), a proposal for FC-6017, Sustainable Home Initiative in the New Economy (S.H.I.N.E.) Multifamily Energy Efficiency Rebate Offer. The City of Atlanta (the "City") seeks to enter into contract(s) with multifamily Property Owner(s) hereinafter referred to as Proponent(s) to provide rebates to multifamily Property Owners (apartments and condominiums) who undertake deep energy efficiency retrofit activities on their properties. Deep energy efficiency retrofits involve a reduction in the energy use of at least 20% across units included in the proposal and include, but are not limited to, items such as a comprehensive energy assessement, insulation, air sealing measures, duct sealing, installing high efficiency HVAC and water heater appliances, etc. Properties must be located within the City of Atlanta. Properties that are intended to be completed in phases will have each phase evaluated as a separate project and a single Property Owner may submit one property consisting of multiple units per proposal.

A Pre-proposal Conference will be held on Monday, July 9, 2012, at 10:00 a.m., in the DOP's Bid Conference Room at 55 Trinity Avenue, Atlanta, GA 30303. The purpose of the Pre-bid Conference is to provide Proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the Office of Sustainability, Office of Risk Management, and the Office of Contract Compliance available at the conference to discuss this project and to answer any questions. Proponents are urged to attend the Pre-proposals Conference.

The last date to submit questions is Thursday, July 12, 2012, at 3:00 p.m. EST. Questions will be responded to in the form of an Addendum.

Your response to this Request for Proposals will be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, no later than 1:59 p.m., <u>Friday</u>, <u>July 20</u>, 2012.

## \*\*ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 1:59 P.M.\*\*

Proponents' names will be publicly read at 2:00 p. m. on the respective due date in Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.

Request for Proposals FC-6017, Sustainable Home Initiative in the New Economy (SHINE) Multifamily Energy Efficiency Rebate Offer June 26, 2012 Page 2

The RFP is being made available by electronic means. If accepted by such means, then the Proponent acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between version of the RFP in the Proponent's possession and the version maintained by the DOP, the version maintained by the DOP shall govern.

You are required to email your business name, contact person, address, phone number, fax number, email address, and project number to Mr. Wendell A. M. Bryant, Contracting Officer, at <a href="mailto:wambryant@atlantaga.gov">wambryant@atlantaga.gov</a>, to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.

The bid document may be obtained from the Department of Procurement, Plan Room, City Hall South, Suite 1900, 55 Trinity Avenue, S.W., Atlanta, Georgia, 30303, at a cost of \$50.00 per package. Payment for the documents represents production costs; therefore, payment is non-refundable.

If you have any questions regarding this project, please contact Mr. Wendell A. M. Bryant, Contracting Officer, at (404) 330-6127, or by e-mail at wambryant@atlantaga.gov. Any questions regarding the procedure for purchasing a copy of the document or obtaining a copy of the plan holder's list should be directed to the Plan Room at (404) 330-6069.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all bids when it is for good cause and in the best interest of the City.

Thank you for your interest in doing business with the City.

Sincerely.

Adam L. Smith

## Part 1; Information and Instructions to Proponents

- 1. Services Being Procured: This Request for Proposals ("RFP") from qualified Multifamily Property Owners ("Proponent" or "Proponents") by the City of Atlanta ("City"), on behalf of its Office of Sustainability ("OOS"), seeks to enter into contract(s) with Multifamily Property Owner(s) to provide rebates to multifamily Property Owners (apartments and condominiums) who undertake deep energy efficiency retrofit activities on their properties. Deep energy efficiency retrofits involve a reduction in the energy use of over 20% across the units included in the proposal. Properties must be located within the City of Atlanta. Properties that are intended to be completed in phases will have each phase evaluated as a separate project and a single Property Owner my submit one property consisting of multiple unit per proposal. Rebates will be paid directly to the Property Owner and will not exceed 25% of the total energy efficiency work undertaken.
- 2. A more detailed Scope of Services sought in this procurement is set forth in Exhibit A-Services attached to the Services Agreement ("Services Agreement"); Contract No. FC-6017, Sustainable Home Initiative in the New Economy (S.H.I.N.E.) Multifamily Energy Efficiency Rebate Offer included in this RFP at Part 5.1
- 2. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta's Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this RFP is Code Section 2-1189. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City's Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.
- 3. Minimum Qualifications; Authority to Transact Business in Georgia: Each Property Owner must be located with the city limits of the City of Atlanta. The property must include 4+ units, with a minimum of 4 units undergoing energy efficiency upgrades in the proposal. The Property Owner must complete the information requested in Exhibit A. The General Contractor must be a Qualified Assessment Contractor under the Georgia Power's EarthCents® Home Energy Improvement Program. The Property Owner must submit with its Proposal documentation that demonstrates that the Assessment Contract it is duly authorized to conduct business in the State of Georgia.
- 4. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent's offer is a firm

<sup>&</sup>lt;sup>1</sup> All capitalized terms contained in the Services Agreement are incorporated into this RFP.

- offer and may not be withdrawn except under the rules specified in City's Code of Ordinances and other applicable law.
- 5. **Proposal Deadline:** Your response to this RFP must be received by the City's Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 no later than 1:59 p.m., EST (as verified by the Bureau of National Standards) on **Friday, July 20**, **2012.** Any Proposal received after this time will not be considered and will be rejected and returned.
- 6. **Pre-Proposal Conference:** Each Proponent is strongly encouraged to attend the Pre-Proposal Conference scheduled **Monday**, **July 9**, **2012**, **at 10:00 A.M**., at 55 Trinity Avenue, Suite 1900, Atlanta, Georgia 3003.

## 7. Proposal Guarantee:

- 7.1. Each Proponent is required to furnish a Proposal Guarantee in the amount of five percent (5%) of the total Cost Proposal amount. At the option of the Proponent, the Proposal Guaranty may also be cash, a certified check payable to the order of City or a Proposal Bond in a form acceptable to the City. A surety executing a Proposal Bond must meet the requirements set forth in Appendix B-Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.
- 7.2. Each Proponent agrees that, if it is awarded the Agreement and fails to execute it and provide all other documents required to consummate the transaction within four (4) days of the award, City will retain the Proposal Guarantee as liquidated damages and not as a penalty.
- 8. Procurement Questions; Prohibited Contacts: Any questions regarding this RFP should be submitted in writing to the City's contact person, Anthony Stanley, Contract Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307, by fax (404)658-7705 wambryant@atlantaga.gov, on or before July 12, 2012, by 3:00 P.M. Questions received after the designated period may not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the Citv' website http://www.atlantaga.gov/index.aspx?page=20 and its Department of Procurement's Plan Room which is open during posted

business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

- 9. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.
- 10. **Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set forth in Appendix B-Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.
- 11. **Applicable City OCC Programs:** The City's OCC Programs applicable to this procurement are set forth in Appendix A; Office of Contract Compliance Submittals, attached to the Services Agreement included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.
- 12. Evaluation of Financial Information: The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. City will review the information included in Form 2; Company Financial Statements attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in Form 5; Proof of Insurance and Bonding Capacity. A Proponent must include with that form (a) notarized letter(s) from its proposed insurer(s) and surety(ies) indicating that the financial capacity of the Proponent is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Proponent if an Agreement is awarded to it. Further, if this RFP requires a successful Proponent that is awarded an Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if an Agreement is awarded to it.
- 13. **Special Rules Applicable to Evaluation of Proposals:** A Proponent may be required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed in the Proposal and to submit other material information relative to proposed subcontractors. City reserves the right to disapprove any proposed subcontractors whose technical or financial ability or resources or whose experience are deemed inadequate.

## 14. Examination of Proposal Documents:

14.1 Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all

conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.

- 14.2 Each Proponent shall promptly notify City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.
- 14.3 City may in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by City in an issued addendum.
- 14.4 Each Proponent must confirm Addenda have been received and acknowledge receipt by executing Form 6; Acknowledgment of Addenda attached to this RFP at Part 4.
- 15. **Cancellation of Solicitation:** This solicitation may be cancelled in accordance to the City of Atlanta Code of Ordinances.
- 16. **Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.
- 17. Illegal Immigration Reform and Enforcement Act: This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSCIA. Pursuant to Act, the Proponent must provide with its Proposal proof of its and the Assessment Contractor's registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit, Set forth in Part5; Appendix C; Illegal Immigration Reform and Enforcement Act Forms, must be submitted on the top of Volume I of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent and General Contractor are such that Proponent and General Contractor are required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent and General Contractor must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising

themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <a href="https://e-verify.uscis.gov/enroll">https://e-verify.uscis.gov/enroll</a>. Additional information on completing and submitting the Contractor Affidavit precedes the Affidavit in Appendix C.

18. Systematic Alien Verification of Entitlements: The Systematic Alien Verification of Entitlements (S.A.V.E.) Form must be completed and submitted in Volume II of Proposal.

## Part 2; Contents of Proposals/Required Submittals

- 1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:
  - 1.1. Informational Proposal; and
  - 1.2. Cost Proposal (Form provided by City at **Part 5**; Services Agreement; Exhibit A.1-Cost Proposal). Exhibit A.1-Cost Proposal will become part of the Services Agreement attached to this RFP, if an Agreement is awarded pursuant to this procurement.
- 2. **Informational Proposal:** An Informational Proposal is comprised of 2 sources of information:
  - 2.1. Volume I, information drafted and provided by a Proponent; and
  - 2.2. Volume II, information provided by a Proponent on forms provided by the City (or required to be created by a Proponent) in this RFP.

The Information Proposals must be tabbed as indicated to reflect the sections list in the below Outline.

- 3. Information Required to Be Included in Informational Proposal:
  - 3.1. **Summary:** The following is a summary of information required to be contained in an Informational Proposal:
    - **3.1.1. Information Drafted And Provided By A Proponent:** This information should be included in a **Volume** I to a Proposal:
      - 3.1.1.1. Executive Summary (Property Owner Summary);
      - 3.1.1.2. Resumes of Key Personnel;
      - 3.1.1.3. Qualification Criteria for Property Owners;
      - 3.1.1.4. Overall Experience, Qualifications and Performance on Previous Similar Projects for General Contractor (Form 7 should be included in this Section); and
      - 3.1.1.5. Management Plan (Shovel Readiness Plan).
    - **3.1.2.** Information Provided by a Proponent on Forms Provided by the City: This information should be included in a Volume II to a Proposal:
      - 3.1.2.1. Forms attached to this RFP at Part 4 (Include them in Volume II of Proposal):

- 3.1.2.1.1. Form 1; Proponent Contact Directory;
- 3.1.2.1.2. Form 2; Proponent Financial Statements and Other Financial Information;
- 3.1.2.1.3. Form 3; Disclosure Form and Questionnaire;
- 3.1.2.1.4. Form 4; Acknowledgment of Insurance and Bonding Requirements for Proponent and General Contractor;
- 3.1.2.1.5. Form 5; Proof of Insurance Coverage and Bonding Capacity for both Proponent and General Contractor;
- 3.1.2.1.6. Form 6; Acknowledgment of Addenda;
- 3.1.2.1.7. Form 7; General Contractor's List of Clients; and
- 3.1.2.1.8. Form 8: Systematic Alien Verification of Entitlements (S.A.V.E.)
- 3.1.2.1.9. Illegal Immigration Reform and Enforcement Act Form (for Property Owner and General Contractor).

NOTE: Every space on every form must be completed. If the form requires a Notary, please comply. Failure to complete each form as required may deem you non-responsive. If there are any questions regarding any form, it is strongly recommended that your submit your question(s) to the Contracting Officer listed in the RFP prior to the deadline for submitting questions. Please use the form included in the RFP. Modification of any form(s) may deem your Proposal non-responsive.

## 3.1.2.2 Forms attached to Services Agreement attached to this RFP at Part 5:

- 3.1.2.2.1 Exhibit A: Project Proposal Form.

  The Completed Form should be included in a Sealed Envelope. To obtain an Excel Version of this Form, please send an email to <a href="mailto-kbrooks@atlantaga.gov">kbrooks@atlantaga.gov</a>. Include your telephone and cell phone numbers in the email. The subject in your email should read: FC-6017, SHINE Multifamily Rebate Offer.

  3.1.2.2.2 Appendix A; City's OCC Programs; Office of Contract
- 3.1.2.2.2 Appendix A; City's OCC Programs; Office of Contract Compliance Submittals;
- 3.1.2.2.3 Appendix C; Miscellaneous Forms; and
- 3.1.2.2.4 Illegal Immigration Reform and Enforcement Act Form (This completed form should be included in Volume II of your Proposal).

3.2. **Information Requirements Details:** The following is a more detailed summary of the requirements of certain portions of the Informational Proposal. Each Outlined Item should be included in your Proposals and tabbed as indicated:

## 3.2.1. Executive Summary (Property Owner Summary) (Tab in Volume I).

- **Cover Letter:** The Executive Summary (Property Owner 3.2.1.1. Summary) must include a letter with the Proponent's name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should also designate the type of business entity that proposes to enter into a Contract with the City and the identity of any other business entities that will comprise the Proponent and include a brief history of the Proponent and statement of the Proponent's approach to providing the services solicited in this RFP.
- 3.2.1.2. **Detailed Executive Summary (Detailed Property Owner Summary):** The purpose of the Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:

3.2.1.3.

- 3.2.1.3.1. Complete legal name of the Proponent and General Contractor and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;
- 3.2.1.3.2. The general and specific capabilities and experience of the Proponent's General Contractor. Each Proponent must identify examples where team members have worked together to complete a project and discuss how the team

was formed and how the team will function as an integrated unit in providing services to the City;

- 3.2.1.3.3. A description of the Proponent's General Contractor plan for complying with the City's EBO goals. This section should include detailed information regarding the essential subcontractors/subconsultants the Proponent intends to use and should indicate the role and responsibilities these firms will be assigned. Each Proponent must provide a letter from each essential subcontractor/subconsultant indicating that the firm concurs with the role and responsibility Proponent has described;
- 3.2.1.3.4. A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years.

## 3.2.2 Organizational Structure (Tab in Volume I).

The Proponent's Organizational Structure Section of the Proposal should introduce the proposed Proponent team by:

- 3.2.2.1 providing the Proponent's Management Organizational Chart both graphically and in narrative format. The Organizational chart and narrative should provide a description of the Proponent's views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team.
- 3.2.2.2 providing a descriptive of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure.
- 3.2.2.3 providing the names of proposed candidates for each function on the chart.

## 3.2.3 Key Personnel/Resumes (Tab in Volume I):

- 3.2.3.1 Identify and provide resumes for the individuals that the Proponent will use to fill the following positions:
  - 3.2.3.1.1 General Contractor;

- 3.2.3.1.2 Electrician;
- 3.2.3.1.3 Plumber;
- 3.2.3.1.4 Carpenter;
- 3.2.3.1.5 Estimator; and
- 3.2.3.1.6 Energy Auditor.

## 3.2.3.2 Resumes should be organized as follows:

- 3.2.3.2.1 Name and Title;
- 3.2.3.2.2 Professional Background;
- 3.2.3.2.3 Current and Past Relevant Employment;
- 3.2.3.2.4 Education;
- 3.2.3.2.5 Certifications;
- 3.2.3.2.6 List of one (1) Relevant projects, including:
  - 3.2.3.2.6.1 Client Name;
  - 3.2.3.2.6.2 project description;
  - 3.2.3.2.6.3 role of the individual;
- 3.2.3.2.6.4 project actual or expected completion date; and
- 3.2.3.2.7 Client List/Reference Contact.
- **3.2.3.3** For each Resume provided, each Proponent must provide a one letter of recommendation from clients for whom that individual has held a similar role within the past five (5) years. The letter must state at a minimum:
  - 3.2.3.3.1 the role the individual held in the project;
  - 3.2.3.3.2 the original contract schedule to start and complete the project;
  - 3.2.3.3 the actual start and completion dates of the project;
  - 3.2.3.3.4 whether the individual was full-time on the project and the Client's perceived key contribution that individual made in completing the Client's project either within the Client's original planned total cost or original schedule duration or both; and
  - 3.2.3.3.5 the quality of the facility's operation since the Client's acceptance at turnover.
- 3.2.3.4 Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is need to replace key team members during the course of the project, Proponent must describe its back-up personnel plan.
- 3.2.4 General Contractor's Overall Experience, Qualifications and Performance on Previous Projects.

3.2.5 Management Plan (Shovel Readiness Plan) (Tabbed in Volume I).
Based on the Proponent's Contract with the General Contract, describe how the Proponent will manage the Services, specially addressing the following:

3.2.5.1	Propo	nent's approach to team leadership;
3.2.5.2	how t	he Proponent will:
3.2.5	5.2.1	ensure proper communications among pertinent project team members;
3.2.5	5.2.2	assure the City that each scope of Services will kept within any established time and budget constraints;
3.2.5	5.2.3	establish and maintain the necessary cooperative relationships
3.2.5	5.2.4	coordinate all necessary project activities within that team relationship;
3.2.5	5.2.5	identify the tools that are intended to be used to manage these project elements;
3.2.5.3	Propo	nent's proposed method to:
3.2.5	5.3.1	Identify and resolve issues during the project duration; and
3.2.5.4	Make	critical decisions.

- 3.2.6 Ability to comply with all legal and ethical requirements.
- 3.2.7 Ability to comply with applicable laws.
- 3.3 Cost Proposal. Each Proponent must submit a Cost Proposal using the form provided by the City at Part 5; Services Agreement; Exhibit A.1-Cost Proposal. The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. The Cost Proposal shall serve as the baseline for final fee negotiation with the City. Submit one (1) stamped "Original" and four (4) copies in a separate envelope).

## 4. Submission of Proposals:

4.1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: FC-6017, Sustainable Home Initiative in the New Economy (S.H.I.N.E.) Multifamily Energy Efficiency Rebate Offer. All Proposals must be submitted to:

Adam L. Smith, Esq., CPPO, CPPB Chief Procurement Officer

## Department of Procurement 55 Trinity Avenue, S.W. City Hall South, Suite 1900 Atlanta, Georgia 30303-0307

4.2. A Proponent is required to:

- 4.2.1. One (1) printed with original signatures and four (4) printed hard copy.
- **4.2.2.** Property Owners are required to submit ten (10) complete sets of their proposal on **separate** CD-ROM disks or USB compatible flash drives. Electronic copies must be an **EXACT REPLICA** of submitted hard copies.
- **4.2.3.** If the City is unable to open an electronic file due to a virus or because the file has become corrupted, or should any deviation exist between the electronic versions and the original, the Property Owners proposal may be considered incomplete and the Property Owner may be disqualified from further consideration.
- **4.2.4.** The City has the capability of viewing documents submitted in the following format: Microsoft Word 2003/2007, Microsoft Excel 2003/2007, and portable document format file (PDF). In the event the City is unable to open an electronic file because the City does not have ready access to the software utilized by the Property Owner, the Property Owner's proposal may be considered incomplete and the Property Owner may be disqualified from further consideration.
- **4.2.5.** Property Owners must submit a proposal including all information outlined in Section 5. Incomplete proposals or proposals missing required information will be deemed nonresponsive and will not be evaluated.
- **4.2.6.** Each set of CD-ROMs or flash drives must be labeled with the Property Owner Name or acronym, Project Number: FC-6017 SHINE Multifamily, and CD \_\_\_\_ of \_\_ (e.g. CD 1 of 10).
- 4.3. Each Informational Proposal must contain and index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.
- 4.4. A Proponent is required to submit, in a separate, sealed envelope, clearly marked "Project Proposal Forms", one (1) stamped original and **four (4) copies** of its Cost Proposal with its Information Proposal. The completed Project Proposal Form must be included on the CD-ROM disks or USB compatible flash drives

## 5. Submittals: The following submittals must be completed and submitted with each Proposal.

Item	Required Proposal Submittal	Check
<b>#</b> 	Check Sheet <sup>2</sup>	(√)
	FORMS TO BE SUBMITTED VOLUME II WITH PROPOSAL THAT WILL NOT FORM PART OF THE CONTRACT, IF AWARDED:	
1.	Form 1; Proponent Contact Directory	<del>-</del>
2.	Form 2; Proponent Financial Statements and Other Financial Information	
3.	Form 3; Disclosure Form and Questionnaire	
4.	Form 4; Acknowledgement of Insurance and Bonding Requirements	
5.	Form 5; Proof of Insurance Coverage and Bonding Capacity	
6.	Form 6; Acknowledgment of Addenda	
7.	Form 7; List of Clients	
8.	Form; S.A.V.E.	
9.	Miscellaneous; Documentation evidencing Proponent's authority to transact business in the State of Georgia	
10.	Exhibit A. Project Proposal Form	
11.	Copy of Proponent's Contract or Letter of Intent (if applicable)	
12.	Notarized Indemnification Letter	
13.	Subawardee Approval Info Form	
14.	Contractor Experience	
15.	Rent Subsidy Letter (if applicable)	

<sup>&</sup>lt;sup>2</sup> This table is included for Bidder's convenience and may be used to track the preparation and submittal of certain required information with its Bid.

DOCUMENTS/FORMS THAT WILL FORM	
PART OF THE CONTRACT, IF AWARDED:	
Exhibit A.1-Cost Proposal (to be completed by Proponent and submitted with Proposal)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Appendix A; City's OCC Programs; Office of	
Contract Compliance Submittals; EBO Forms 1,	
submitted with Proposal) <sup>3</sup>	
Appendix D; Miscellaneous Forms	
Form 1; Security and Immigration Compliance	
Forms (to be completed by Proponent and	
submitted with Proposal)	
	PART OF THE CONTRACT, IF AWARDED:  Exhibit A.1-Cost Proposal (to be completed by Proponent and submitted with Proposal)  Appendix A; City's OCC Programs; Office of Contract Compliance Submittals; EBO Forms 1, 2, 3 and4 (to be completed by Proponent and submitted with Proposal) <sup>3</sup> Appendix D; Miscellaneous Forms  Form 1; Security and Immigration Compliance Forms (to be completed by Proponent and

<sup>&</sup>lt;sup>3</sup> Appendix B; Insurance and Bonding Requirements is a part of the Services Agreement but is not a form that is required to be completed by a Proponent.

## Part 3; Evaluation of Proposals

All Proposals will be evaluated in accordance with the City's Code of Ordinances and the criteria specified on the Percentage Evaluation Form and considering the information required to be submitted in each Proposal. An Evaluation Committee will review the Proposals in accordance with this RFP.

All Proposals will be evaluated using the following Evaluation Form::

RELATIVE WEIGHT	GRADED ITEM	SCORE
45	Unit Impact: Number of Units, Expected Energy Reduction, Percentage of Units Receiving Federal Rent Subsidies	
10	Shovel Readiness/Management Plan	
15	Property Owner's Qualification; General Contractor's Overall Experience, Qualifications and Performance on Previous Similar Projects	
15	OCC Programs	
5	Financial Capability	
10	Cost Proposal/Rebate per Unit	
100%	TOTAL SCORE	

## Part 4; Submittal Forms

# FORM 1 PROPONENT CONTACT DIRECTORY4

EMAIL ADDRESS			70.44					
FAX NUMBER	-	-						
PHONENUMBER					-			
MAILING ADDRESS						200		
POSITION/HITLE								
NAWE							11	

important contacts and other information regarding each of the business entities constituting a Proponent. This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers <sup>4</sup> The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent's team:

At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and ÷

Proponent Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this RFP at Part 5. તાં

## FORM 25: Proponent Financial Statements and Other Financial Information

Note: If a general partnership or a joint venture is proposed, all member companies are to respond separately to all questions, completing separate Forms 2 to be included in the RFP.

Α	LL	$\mathbf{FI}$	GUR]	ES I	IN I	U.S.	DOL	LARS	(US\$)

1.	Summary of assets and liabilities on basis of the audited financial statement of
	the last three financial years.

The exchange rate used: ..... = US \$.....

	<u>Year</u> (million)	Year (million)	Year (million)
Current Assets	US\$	US\$	US\$
Current Liabilities	US\$	US\$	US\$
Working Capital	US\$	US\$	US\$
Total Assets	US\$	US\$	US\$
Total Liabilities	US\$	US\$	US\$
Net-Worth	US\$	US\$	US\$

The above figures are to be prepared and attested to by a Certified Public Accountant

<ol><li>Total value of the balance of work in</li></ol>	in hand
---	---------

US \$.....

**3.** Value of available credit for the Project from reputable local Banks or foreign bank verified by local banks.

<sup>&</sup>lt;sup>5</sup> Each Proponent should submit any other information it deems appropriate to reflect its financial capabilities.

	Nam	e of Bar	nk, Address, Te	elephone and	d Fax number	<u>s</u>	Amount (US\$)
	******					••	•••••
	*******			••••		••	************
	••••••	• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •	****************	••	***********
	•••••			• • • • • • • • • • • • • • • • • • • •	***************************************	••	***********
	*******			•••••	•••••	••	***************************************
	Tota						***********
4.	Amo	unts of	manufacturing	g and/or con	struction wor	k for the last f	ive years.
	Year (mill	ion)	Year (million)	Year (million)	Year (million)	Year (million)	
	US\$.	•••••	US\$	US\$	US\$	US\$	<b></b>
5.	(a)	finance accou Proportion follow Annua balance The 1	cial statement ntant and other onents should ving document al reports and ce sheets, and	s certified her financia demonstra ation for each d financial changes in f	by a Certified and a Certified data which the financial ch member of statements in the certification of the certif	Public Accourse you consider capability by the proponent acluding incomion.	e-years audited intant, licensed r to be useful. providing the t's team: ne statements,
	·	any of		on that the l			es, and provide priate to reflect
	(b)		e attach the s lines available			s confirming	the Company's
	(c)	Propo		uired to subi	mit hard copie	es of all of the	above financial

## Form 3: Disclosure Form and Questionnaire

Proponent's disclosures must fully answer all questions posed by the City. Such disclosure must be submitted at the time of the Proposal submission and included as a part of the Proposal.

For the purposes of this disclosure form:

- 1. "Proponent" means, and disclosure is required for, each Proponent and its constituent members, firms, partners, joint venturers and first-tier subconsultants.
- 2. "Affiliate" means any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Proponent or a member of Proponent.
- 3. "Control" means that the controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.

The following information must be provided:

- 1. Please provide the names and business addresses of Proponent and each of Proponent's officers, directors, affiliates and other employees, agents or representatives for this project: FC-6017; Sustainable Home Initiative in the New Economy (S.H.I.N.E.) Multifamily Energy Efficiency Rebate Offer accurately, fully and completely their respective relationships with the Proponent, including their ownership interests and their anticipated role in the management and operations of the Proponent.
- 2. Please describe the general development of the Proponent's business during the past ten (10) years, or such shorter period of time that the Proponent has been in business.
- 3. List any lawsuits, administrative actions or litigation to which Proponent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct. For each suit, list all parties and indicate whether any party was a bonding company, insurance company, an owner, or otherwise. State the project giving rise to the lawsuit, administrative action or litigation, explain the basis for all claims and state whether a settlement was reached or a judgment was entered, identifying each party against whom a judgment was entered.
- 4. Provide details if Proponent has been charged with a criminal offense within the last ten (10) years.

- 5. Describe any citation or notices of violation which Proponent received from any government agency in connection with any of Proponent's work during the past ten (10) years. Include OSHA violations, except for de minimus dollar amounts.
- 6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Proponent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:
  - (a) Whether Proponent, or affiliate currently or previously associated with Proponent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors.
  - (b) Whether Proponent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Proponent from engaging in any type of business practice; and
  - (c) Whether Proponent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Proponent which directly arose from activities conducted by Proponent which submitted a bid or proposal for the subject project.
- 7. State whether any employee, agent or representative of Proponent who is or will be directly involved in the project, in the last ten (10) years: (i) has or had, directly or indirectly, a business relationship with the City; (ii) directly or indirectly has received revenues from the City or (iii) directly or indirectly has received revenues from conducting business on City property or pursuant to any contract with the City.
- 8. State whether any employee, agent or representative of Proponent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee.

NOTE: In addition to providing detailed narrative answers to the questions posed in this disclosure form and questionnaire Proponent may attach any other documents that may provide information responsive to the subjects in this disclosure form and questionnaire.

Under penalty of perjury, I declare that I have examined this disclosure form and questionnaire and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, are true, correct and complete.

Date:
<b>Corporate Proponent:</b>
[Insert Corporate Name]
By:
Name:
Title:
•
Corporate Secretary/Assistant
Secretary (Seal)
Non-Corporate Proponent:
[Insert Proponent Name]
By:
Name:
Title:
Notary Public (Seal)
My Commission Expires:

## Form 4; Acknowledgment of Insurance and Bonding Requirements

Ι,	, , Proponent, ackno	on behalf wledge that if selected	d as the
successful Proponent for FC-6017; Economy (S.H.I.N.E.) Multifamily shall comply completely and promptl contained in the Form of Agreement thereto, pertaining to insurance or bon	Sustainable Hom y Energy Efficiency ly with all insurance at attached to this S	e Initiative in the y Rebate Offer. Pro and bonding require	e <b>New</b> ponent ements
Proponent understands that it potential sureties and insurance broken an Agreement and to take all necessar requirements without delay. Proponer failure to fully comply with these reproponent receives a final Agreement forfeiture of the Proposal guarante disqualification of Proponent from furt	rs, agents, underwrite by steps to ensure con at understands, acknow equirements within at document from to be submitted with	ers, etc. prior to any average of the appropriate and agrees the ten (10) days of the City may result this Proposal and/	ward of olicable hat any ie date in the
By executing this Acknowledger represent that the Proponent understar requirements related to insurance and attached to this Solicitation. Further, I to make the representations contained	nds and agrees to con d bonding contained by signing below, I re	mply unconditionally was in the Form of Agre present that I am auth	with all eement
Date:			
Corporate Proponent: [Insert Corporate Name]			
By:	_		
Name:			
Title:	<u> </u>		
Corporate Secretary/Assistant Secretary (Seal)			
Non-Corporate Proponent:			
[Insert Proponent Name]			
R <sub>vv</sub> .	<u> </u>		
By: Name:	<u> </u>		
Title:	<del>_</del>		
	•		
Notary Public (Seal)			
My Commission Expires:	<del></del>		

## Form 5; Proof of Insurance Coverage and Bonding Capacity

PROJECT; FC-6017; Sustainable Home Initiative in the New Economy (S.H.I.N.E.) Multifamily Energy Efficiency Rebate Offer

## INSURANCE COVERAGE AND BONDING CAPACITY

## CITY OF ATLANTA, GEORGIA

Proponent shall provide the City with satisfactory evidence of the Proponent's ability to obtain the required insurance and bonds from (a) company(ies) satisfactory to the City and licensed by the Insurance Commissioner of the State of Georgia to transact Surety business in the State of Georgia. Proponent shall submit this form with its Proposal.

SURETY:	
COMPANY NAME:	*
CONTACT NAME AND PHONE:	
BONDING CAPACITY IS:	
INSURER:	
COMPANY NAME:	
CONTACT NAME AND PHONE:	
insurance and bonds for this	nit a letter from the Company providing project certifying that the Company will in accordance with the terms set forth in
Date:	
Corporate Proponent:	
[Insert Corporate Name]	
By:	
Name:	
Title:	
Corporate Secretary/Assistant	<u></u>

## Non-Corporate Proponent: [Insert Proponent Name] By:\_\_\_\_\_\_ Name:\_\_\_\_\_ Title:\_\_\_\_\_ Notary Public (Seal) My Commission Expires:\_\_\_\_\_

## Form 6; Acknowledgment of Addenda

## **Acknowledgement of Addenda**

Bidders/Proponents must sign below and return this form with Bids/Proposals to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1790, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following **Addenda** for FC-6017Sustainable Home Initiative in the New Economy (S.H.I.N.E.) Multifamily Energy Efficiency Rebate Offer.

1		
2.		
	; and	
- T	<b>.</b>	
Dated the	day of	, 20
Corporate Pr		
[Insert Corp	orate Name]	
By:		
Name:		
Title:		
~		
	ecretary/Assistant	
Secretary (Se	eal)	
Non-Cornora	ite Proponent:	
	onent Name]	
By:	***************************************	
Name:		
Гitle:		
Notary Public	c (Seal)	
Jan J	- ()	
My Commiss	ion Evnires	

## Form 7; List of Clients<sup>6</sup>

Proponents should provide a list of at least three (3) clients as references using the following format:

1. Client:

Name

Address

City, State, Zip

Phone Fax

Project:

**Conference Management Services** 

Contact Person:

Mr. John Doe

(404) 555-5555

Date(s) of Project: August 12, 2000 to August 19, 2001

Description/Summary of Services:

Cost/Amount of Contract:

Firm's Role:

Responsible for etc.

Completion Status:

2. (Next Client)

<sup>&</sup>lt;sup>6</sup> Proponent should include client name, address, phone/fax number, contact name and summary of services provided to client, including dates services were provided. Proponent may supplement this form by attaching additional pages to it or may create its own form for including in its Proposal as long as such form meets the informational requirements of this form.

## PART 5 DRAFT CONTRACT AGREEMENT

## CITY OF ATLANTA DRAFT CONTRACT AGREEMENT

## STATE OF GEORGIA COUNTY OF FULTON

## **AGREEMENT**

ref	IIS AGREEMENT made and entered into this the day of 2012 with an effective date of, 2012 by and between the City of Atlanta, a municipal corporation of the State of Georgia, hereinafter terred to as "City", and, hereinafter terred to as "Contractor".
101	order to as Contractor .
	WITNESSETH:
refe Pro	HEREAS, the City is the recipient of grant funds from the Southeast Energy Efficiency Alliance, hereinafter erred to as "SEEA", for the purpose of implementing the Sustainable Home Initiative in a New Economy ogram, hereinafter referred to as "SHINE", a City program whereby multi-family property owners in Atlanta are inted cash rebates from the City for qualifying energy improvements to their real property; and
	HEREAS, the City desires to engage the Contractor to perform certain project activities funded under the SEEA nt; and
WI	HEREAS, this Agreement was authorized by legislation of the Atlanta City Council and approved on, a copy of which is attached hereto as Exhibit A, and made a thereof by reference; and
par	t nereof by reference; and
WI	HEREAS, the Contractor has indicated its ability and desire to perform said activities for a rebate not to exceed  (\$##,###.##)
	OW, THEREFORE, for and in consideration of the mutual covenants and undertakings hereinafter set forth, the eipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:
<u>TH</u>	E CONTRACTOR AGREES:
A.	The Contractor shall carry out all project activities as set forth in the Scope of Work, attached hereto, in accordance with all applicable laws, ordinances, codes, regulations, and requirements of the federal, state, county, and city governments.
В.	The Contractor shall, in a satisfactory and proper manner as determined by the City, perform the project activities detailed in this contract and all exhibits attached hereto and made a part hereof for a rebate not to exceed(\$##,###.##).
C.	The work to be performed by the Contractor shall be performed through
D.	The Contractor further agrees to perform the project activities detailed herein, in accordance with and subject to, all the stipulations, terms, conditions, and clauses specifically set forth in, or referenced by, this Agreement.
E.	The Contractor further agrees that payment of any kind under this Agreement is wholly and expressly contingent upon approval from SEEA and funds availability from SEEA. Contractor expressly understands and agrees that at no time shall the City be responsible for payments of any kind to the Contractor should SEEA deny funding or should funding from SEEA become unavailable.

F. In addition to its agreement to obtain and maintain the insurance as set forth in Appendix B, Insurance and Bonding Requirements attached hereto, the Contractor agrees that to the fullest extent permitted by law, the Contractor shall at its sole cost and expense indemnify, defend, satisfy all judgments and hold harmless the City, its agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the Contractor's performance of any and all activities under this Agreement. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in Appendix B, Paragraph F.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation in Appendix B, Insurance and Bonding Requirements, Paragraph F, shall not be limited in any way, including, but not limited by, the limits of the liability insurance required under this Agreement and the Agreement Documents, nor limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

## THE CITY AGREES:

- A. The City agrees to pay the Contractor in accordance with terms and provisions of this Agreement and is expressly contingent upon funds availability from SEEA.
- B. The City shall abide by and be subject to all the terms, conditions, clauses, and stipulations set forth in this Agreement.

### THE CONTRACTOR AND CITY AGREE:

- A. This Agreement shall be construed and enforceable in accordance with the laws of the State of Georgia.
- B. That at no time shall the City be responsible for payments of any kind to the Contractor should SEEA deny funding or should funding from SEEA become unavailable.
- C. Time is of the essence in this Agreement and each and every obligation and undertaking set forth herein.
- D. The City hereby engages Contractor to perform, and Contractor agrees to perform for the City, all work required by the Agreement relative to the project activities. The Contractor shall submit all documents required under the Agreement to the City within ninety (90) days of completion of the project activities. Failure to materially comply with this deadline will result in the Contractor forfeiting its rights to receive any or all of the rebate from the City.
- E. Contractor represents that it has, or will secure at its own expenses, all personnel required to perform all project activities to be completed under this Agreement.
- F. The City may, from time to time, request changes in the Scope of Work to be performed by Contractor hereunder. No such change, including any increase or decrease in the amount of the rebate, which may be mutually agreed upon by and between the City and Contractor, shall be effective and enforceable until and unless a written amendment or change order to this Agreement has been executed by both parties and attached hereto.
- G. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor to solicit or secure this Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for Contractor any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the above warranty and upon a finding after notice and hearing, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- H. During the performance of this Agreement, Contractor agrees to comply with all provisions of Part 2, Chapter 2, Article X, Division 12, including Section 2-1441 of the Code of Ordinances ("Ordinance"), City of Atlanta, and to warrant the following:
  - 1) The Contractor shall not discriminate against any employee, or applicant for employment because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the works "shall not discriminate" shall mean and include, without limitation, the following:

Recruited whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of the non-discrimination clause.

- 2) The Contractor shall, in all solicitation or advertisement for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for the employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- 3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor commitments under the Equal Employment Opportunity Program of the City and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the U.S. Bureau of Apprenticeship and Training.
- 4) The Contractor shall furnish all information and reports required by the Contract Compliance Officer pursuant to the Code of Ordinances, and shall permit access to the books, records and accounts of the Contractor during the normal business hours by the contracting agency and the Contract Compliance Officer for the purpose of investigation so as to ascertain compliance with the program.
- 5) The Contractor shall take such reasonable action with respect to any Subcontractor as the City may direct, as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as may be necessary to protect the interest of the City and to effectuate the Equal Employment Opportunity Program of the City; and, in the case of contracts receiving federal assistance, the Contractor or the City may request the United States to enter into such litigation to protect the interest of the United States.
- 6) The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the Contract Compliance Officer of the City. Compliance reports filed at such time directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.
- 7) The Contractor shall include the provisions of paragraphs (a) through (h) of this Equal Employment Opportunity Clause in every subcontract or purchase order which materially affects the project activities so that such provisions will be binding upon each such subcontractor or vendor.
- 8) A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
  - a) Withholding from the Contractor in violation all future payments under the involved public contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the Agreement.
  - b) Refusal of all future bids for any public contract with the City or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in this article.
  - c) Cancellation of the Agreement.
  - d) In a case in which there is substantial or material violation, or the threat of substantial or material violation, of the compliance procedure therein set forth or as may be provided for by this Agreement, an appropriate proceeding may be brought to enforce these provisions, including the enjoining of Contractor, subcontractor, or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

I. During the performance of this Agreement, Contractor agrees to comply with Part 2, Chapter 2, Article X, Division 12, including Sections 2-1441 through 2-1460 of the Code of Ordinances of the City of Atlanta, the Equal Business Opportunity ("EBO") Program and to warrant the following:

"The Contractor agrees to engage non-discriminatory practices in all efforts to meet the M/FBE availability sited in this Agreement by making available opportunities for Minority Business Enterprises ("MBE"), African American Business Enterprises ("AABE"), Hispanic Business Enterprises ("HBE"), Asian Business Enterprises ("ABE") and Native American Business Enterprises ("NABE") and Female Business Enterprises ("FBE") for utilization in the work set forth within this Agreement and shall take the following action as part of their good faith efforts:

- 1. Notification to M/FBEs that the Contractor has subcontracting opportunities available and maintenance of records of the M/FBE responses.
- 2. Maintenance by the Contractor of a file of the names and addresses of each subcontractor contracted and action taken with respect to each such contract.
- 3. Dissemination of the Contractor EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news media and by notifying and discussing it with Subcontractor and Supplier.
- 4. Specific and continuing written and oral recruitment efforts directed at M/FBE Contractor organizations, M/FBE assistance organizations.
- 5. Sub-divisions for the contract economically feasible segments as practical to allow the greatest opportunity for participation by M/FBEs.
- 6. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of frontend purchases material for as many M/FBE Subcontractors as possible.
- 7. Adoption of the EBO Plan submitted in its response to the Invitation for Bids or Requests for Proposals obligations under this Agreement, as approved by the Office of Contract Compliance.
- 8. Submission of monthly reports on the forms and to the extent required by the Director of the Office of Contract Compliance, to be due on or before the 5th day of each month following the award of the Work set forth in this Agreement.
- 9. The Contractor further agrees that breach of the EBO provisions contained herein shall subject them to any or all of the following penalties:
  - a) Withholding of ten percent (10%) of all future payments under the involved eligible project until it is determined that the Contractor is in compliance.
  - b) Withholding of all future payments under the involved Project until it is determined that the Contractor is in compliance.
  - c) Refusal of all future bids or offers for any eligible project with the City of Atlanta or any of its department or divisions until such time as the Contractor demonstrates that there has been established and there shall be carried out all of the EBO provisions contained herein.
  - d) Cancellation of the eligible project.

1.00

J. Contractor agrees to obtain and maintain during the entire term of this Agreement all of the insurance called for in the Agreement Documents, with the City as an additional insured in each policy of public liability and property damage insurance, and shall furnish to the City a certificate of insurance showing required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

- K. The Contractor shall obtain, at its own expense, all permits and licenses required by all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the performance of the work called for by this Agreement. The Agreement Documents, including this Agreement, constitute the entire and integrated Agreement between the City and the Contractor and may be amended only by written instrument approved by both parties. The parties agree that this Agreement shall not become binding on the City, and the City shall incur no liability upon the same, until this Agreement has been executed by the Mayor, officially sealed by the Municipal Clerk and delivered to Contractor.
- L. This Agreement contains the entire agreement of the parties, and no representations or agreements, oral or otherwise, among the parties not embodied herein shall be of any force and effect.
- M. The City-shall have the right to terminate this contract if, after giving the Contractor at least thirty (30) days written notice specifying any alleged breach of this Contract by Contractor. If the Contractor fails to correct said deficiencies to the satisfaction of the City within thirty (30) days of receipt hereof, or for good cause, the City may begin the appropriate termination procedures.
- N. The Contractor shall have the right to terminate this contract if, after giving the City at least thirty (30) days written notice specifying any alleged breach of this Contract by the City. If the City fails to correct said deficiencies to the satisfaction of the Contractor within thirty (30) days of receipt hereof, or for good cause, the Contractor may begin the appropriate termination procedures. The Contractor must give each family a minimum of sixty (60) day notice and insure that no family will be displaced from said property before suitable affordable housing is found for each eligible in-place family at the time of said termination notice is given. Utility services, such as outdoor lighting, water and sewer service and trash collection must be provided, as long as eligible families remain on the property and the City and any outside agency are assisting such families with locating to other suitable housing.

IN WITNESS WHEREOF, the duly authorized officer of the City and Contractor have caused their hands and seals to be hereto affixed the day and year first above written.

CITY OF ATLANTA	CONTRACTOR:	
Mayor	President	
ATTEST:	ATTEST:	
Municipal Clerk	Witness	
APPROVED:		
Office of Sustainability		
APPROVED:		
Chief Procurement Officer		
APPROVED AS TO FORM:		
City Attorney	·	

# EXHIBITA SCOPE OF SERVICES

#### **Exhibit A: Scope of Services**

### Section 1 General Information for Property Owners

#### 1. Background

SEEA received grant from the United States Department of Energy under the American Recovery and Reinvestment Act of 2009 (the "Reinvestment Act") to fund projects across the Southeastern United States. The City of Atlanta (City) submitted to the Southeast Energy Efficiency Alliance (SEEA) an application requesting grant monies to engage in an energy efficiency retrofit program. The City has been allocated funding by SEEA to support its Sustainable Home Initiative in a New Economy (SHINE) program that seeks to provide rebates to property owners who complete energy efficiency retrofits to their properties.

#### 2. Availability of Funds

Payment of rebates is wholly contingent on approval from the granting agency (SEEA) and availability of funds.

#### 3. General Scope

The City desires to provide rebates to multifamily property owners (apartments and condominiums) who undertake deep energy efficiency retrofit activities on their properties. Deep energy efficiency retrofits involve a reduction in the energy use of over 20% across the units included in the proposal.

#### 4. Phased Project

A project that is intended to be completed in phases will have each phase evaluated as a separate Project. The property owner should submit each phase under a separate proposal.

### 5. Number of Properties per Proposal

A single property owner may submit one property consisting of multiple units per proposal. If the property owner desires to include more than one property in a proposal, each property must be submitted as a separate proposal.

#### 6. Award

The City reserves the right, in its sole discretion, to make a partial award of a project in the event that there are insufficient funds. For example, a situation may arise where multiple proposals are awarded funding and an insufficient amount of funding remains to support one of the proposals in its entirety.

#### 7. Taxation

Rebates will be reported to the Internal Revenue Service and the City will issue a 1099-G to property owners for rebate monies received. Questions concerning how this affects a property owner's tax situation should be directed their tax advisor.

#### Section 2 Qualification Criteria

At a minimum, interested property owners must meet the following criteria in order to qualify under this RFP. Proposals that do not meet the criteria will be deemed unresponsive.

#### 1. Eligible Property

- a. Property must be located within the city limits of the City of Atlanta.
- b. 4+ units, with a minimum of 4 units undergoing energy efficiency upgrades in the proposal.
- c. Complete the information requested in Exhibit A.

#### 2. Qualified General Contractor

- a. General Contractor must be eligible to perform General work under Georgia Power's EarthCents® Home Energy Improvement Program. Please visit the following URL for more information:
  - http://www.georgiapower.com/earthcents/residential/home-improvement-program/multi-family.asp
  - A list of qualified multi-family contractors for Georgia Power's EarthCents® Home Energy Improvement Program can be obtained by contacting Amy Freeland at afreeland@icfi.com.
- b. Provide one of the following documents to the City:
  - i. A copy of the contract with a qualified contractor, or
  - ii. A letter of intent co-signed with the qualified contractor
    - If notified of award proponent must supply a copy of signed contract with contractor within 5 business days.
- c. Provide a co-signed letter indemnifying the City as to the form in Exhibit D.
- d. Complete the information requested in Exhibit A.
- e. Complete the information requested in Exhibit C (up to 5 forms may be submitted).

### 3. Energy Efficiency

- a. Project must provide a minimum energy efficiency improvement of 20% on average across all units retrofitted based on the Beacon Home Energy Advisor report® supplied by a Building Performance Institute (BPI) certified technician.
- b. Complete the information requested in Exhibit A.

# 4. Eligible Recipient

- a. Property Owner and Contractor must not appear on the Federal List of Excluded Parties.
- b. Complete the form provided in Exhibit B.

### 5. Eligible Work

a. Work considered for a rebate may include but is not limited to the list below:

- i. Building Performance Institute (BPI) General
- ii. Air Sealing
- iii. Attic Insulation (top floor units with attic exposure only)
- iv. Knee Wall Insulation
- v. Floor / Foundation Wall / Un-Vented Crawlspace Insulation
- vi. Rim Joist Insulation
- vii. Duct Sealing
- viii. Duct Insulation
  - ix. Replace Central AC with ENERGY STAR®  $\geq 16$  SEER
  - x. High Efficiency ENERGY STAR® Furnace (Not eligible for Georgia Power rebates)
- xi. Replace Heat Pump with ENERGY STAR® ≥ 15 SEER
- xii. Programmable Thermostat
- xiii. Water Heater and Pipe Insulation
- xiv. High Efficiency Energy STAR® Water Heater Appliances
- xv. Pipe Insulation
- b. Other work necessary for the safe installation of the energy conservation measures or measures not included on the list above may be considered on a case-by-case basis.
- c. Work **ineligible** for a rebate includes:
  - i. Compact fluorescent (CFL) bulbs and installation (May be eligible for the Whole House rebates under Georgia Power's EarthCents® Home Energy Improvement Program)
  - ii. Windows and Window Installation expenses
- d. Work must comply with the State Historic Preservation Office Programmatic Agreement. Refer to Exhibit L

# Section 3 Property Owner Requirements (to be included in the Shovel Readiness Plan)

#### 1. American Reinvestment and Recovery Act (ARRA)

- a. The property owner must comply with all terms and conditions of the American Reinvestment and Recovery Act of 2009.
- b. ARRA Provisions must flowdown to all contractors and subcontractors working on the Project.
- c. This program is subject to Davis-Bacon prevailing wage provisions.

i. Commercial entities must comply.

- ii. Individual property owners are exempt in accordance with DOE EECBG Notice (10-005)
- d. ARRA Provisions are listed in Exhibit J.

#### 2. Project Reporting

- a. Reporting is required for rebate processing as to the form provided in Exhibit G (required after contract executed but prior to rebate being paid).
  - i. The forms may be modified at any time at the discretion of the City to conform to the demands of the granting agency.
- b. Additional status reports on the progress of construction may be required at the discretion of the City.
- c. Comply with the terms and conditions outlined in Exhibit K.

#### 3. Waste Management Agreement

a. Property Owner shall submit an executed Waste Management Agreement as outlined in Exhibit F (required after contract executed but prior to rebate being paid).

# 4. Georgia Power Rebates

a. Property Owner must apply for and receive rebates under Georgia Power's EarthCents® Whole House Segment in its Home Energy Improvement Program for Multifamily properties to ensure that all necessary testing and verification is completed.

### 5. Rebate Processing

- a. All required documentation to receive rebates under Georgia Power's EarthCents® Home Energy Improvement Program must be submitted to the City as part of the final documentation review.
- b. All paperwork must be complete and submitted to the City no later than 30 days after the completion of the project.
- c. Refer to Exhibit H for the list of documentation required for the issuance of rebates.

## 6. Tenant Indemnification & Release Agreement

a. If applicable, Property Owner must secure Tenant Indemnification & Release Agreements similar to form as outlined in Exhibit E from occupying tenants for all units in the proposal (required after contract executed but prior to rebate being paid).

#### 7. Compliance with Applicable Laws

a. Property Owner must comply with all applicable laws including obtaining appropriate permits for all work and all contractors are appropriately licensed.

#### 8. City's Right to Review

a. Property Owner agrees to make the premises available for review by City, Southeast Energy Efficiency Alliance, or any Federal agency staff for the purposes of ensuring compliance with the grant terms and conditions.

#### 9. Time is of the Essence

a. Property Owner will provide updates on the status of the project at the request of the City.

b. The City reserves the right to terminate the agreement should the Property Owner fail to meet milestones and remain on schedule to complete the project by the agreed end date.

i. Milestones:

- 1. Agreed Project construction beginning date
- 2. Overall construction schedule

3. Agreed Project construction end date

c. All projects must be completed no later than February 28th, 2013. Proposals with a later completion date will be deemed non-responsive.

d. All completion dates are subject to approval by the Southeast Energy Efficiency Alliance.

#### 10. **Damages**

a. Failure to comply with the stated construction timeline deadlines will result in liquidated damages in the form of a reduction in the rebate payment to the property owner. Damages will take the form of a reduction in rebate payment of 3% of the rebate amount, per day for each day past the agreed upon deadline, unless prior written consent is provided by the City.

b. Failure to comply with the paperwork submission deadline will result in liquidated damages in the form of a reduction in the rebate payment to the property owner. Damages will take the form of a reduction in rebate payment of 3% of the rebate amount per day for each day past the agreed upon

deadline, unless prior written consent is provided by the City.

#### Section 4 Evaluation Criteria

#### 1. Rebate per Unit (Cost Proposal) - 10 Points

- a. Higher scores will be awarded to those properties who request the least rebate per unit.
- b. Rebate request amount cannot exceed 25% of the total cost of the eligible energy efficiency work across the Project; capped at \$2,000 per unit.
- c. Complete the information requested in Exhibit A.

#### 2. Unit Impact - 45 Points

#### a. Properties Receiving Federal Rent Subsidies

- i. Additional consideration will be given to proposals for properties participating in a federal rent subsidy program.
- ii. A letter from the subsidizing agency substantiating the number of units in this proposal that are receiving federal rent subsidies.
- iii. Complete the information requested in Exhibit A.

#### b. Number of Units

- i. Higher scores will be awarded to those properties who request rebates for a greater number of total units to receive eligible energy efficiency upgrades.
- ii. Complete the information requested in Exhibit A.

#### c. Expected Energy Reduction

- i. Proposals that demonstrate a higher reduction in energy consumption will be given priority.
- ii. Submit a Beacon Home Energy Advisor® report for the assessed units; projects that do not have any Beacon Home Energy Advisor® report available will be deemed non responsive.
- iii. Complete the information requested in Exhibit A.

#### 3. Shovel Readiness (Management Plan) - 10 Points

- a. Proposals that include an executed contract with a contractor to complete eligible work will be given priority.
- b. In order to be considered responsive the proponent must either have:
  - i. Sufficient cash on hand;
  - ii. Access to sufficient credit or
  - iii. Or a combination of cash and credit sufficient to complete the project.
- c. All completion dates are subject to approval by the Southeast Energy Efficiency Alliance.
- d. Complete the information requested in Exhibit A.

#### 4. Contractor Experience - 15 Points

- Proposals that seek to utilize contractors with more experience in completing multifamily energy efficiency retrofit projects will be given priority.
- b. Complete the information requested in Exhibit C (up to 5 forms may be submitted).

# Scoring Matrix

Scoring Criteria	Rank	Criteria
	P/F	>25%
(s	10	<\$200
<u> </u>	9	<\$400
) Pc	8	<\$600
<u> </u>	7	<\$800
Rebate per Unit (10 Points)	6	<\$1,000
<u> </u>	5	<\$1,200
a O	4	<\$1,400
epa.	3	<\$1,600
<u> </u>	2	<\$1,800
	1	≤\$2,000
<u>t</u>	20	150+
Number of Units (20 Points)	16	125+
	12	100+
lbei 10 P	8	50+
Ε <u>Ε</u> <u>Β</u>	4	25+
Z	1	4+
	P/F	SEEA Approval
of the control of the		Completion Date
SS	P/F	before 2/28/13
line its)		Sufficient Financial
eac	P/F	Resources to
e  R   O F	,	Complete Project
Shovel Readiness (10 Points)	10	Signed Contract
SI	5	Letter of Intent
		No Contract/No
	1	Letter of Intent

	15	>30%
Energy Improvement Percentage (15 Points)	12	>27% to 30%
/ Impro tage (15	9	>25% to 27%
inergy	6	>23% to 25%
P.	3	20% to 23%
	15	5 Jobs
ts)	12	4 Jobs
Contractor Experience (15 Points)	9	3 Jobs
	6	2 Jobs
	3	1 Job
	1	No Previous Jobs
	10	100% FRS
	9	90% FRS
ડ્ડ	8	80% FRS
sidie ts)	7	70% FRS
ubs oin	6	60% FRS
eral Subsidi 10 Points)	5	50% FRS
Federal Subsidies (10 Points)	4	40% FRS
О	3	30% FRS
	2	20% FRS
	1	≤10% FRS

Section 5 RFP Scope of Work Required Submission Documents

Part	Name of Document	Section	Format	File Name
Scope of Work	Scope of Work   Project Proposal Forms	2.1	Excel – Supplied Return as PDF	<pre><proposal name=""> - Project Proposal Form</proposal></pre>
Scope of Work	Scope of Work   Copy of Contract or Letter of	2.2	PDF	<pre><proposal name=""> - Project Contract</proposal></pre>
	Intent (if applicable)			Or <proposal name=""> - Letter of Intent</proposal>
Scope of Work	Scope of Work   Indemnification Letter	2.2	PDF	<pre><pre>roposal Name&gt; - Indemnification Letter</pre></pre>
Scope of Work	Scope of Work   Subawardee Approval Info	2.4	PDF	<pre><proposal name=""> - Subawardee Approval Info</proposal></pre>
	Form			Form
Scope of Work	Scope of Work   Contractor Experience	4.4	PDF	<pre><proposal name=""> - Contractor Experience</proposal></pre>
Scope of Work	Scope of Work   Rent Subsidy Letter (if	4.2	PDF	<pre><pre>cProposal Name&gt; - Rent Subsidy Letter</pre></pre>
	applicable)			

# Exhibit A Project Proposal Forms (REQUIRED SUBMITTAL) (Use Excel Workbook to Complete)

Property Info	
Project Address	
Parcel ID Number[1]	
Property Owner E-mail	
Property Owner Phone #	·
Contractor Info	
Contractor E-mail	
Contractor Phone #	
•	-
Project Details	·
General Date	
General Contractor	
Year Building Constructed	
Year of Most Recent Retrofit	
Primary Heating Fuel	
Total Project Retrofit Costs	
Total Rebate Request Amount	
Rebate as a % of Total Work	
Number of Units Retrofitted	
# of Units with FRS[2]	
Requested Rebate per Unit	
Project Under Contract	
Project with Letter of Intent (N/A if Under Contract)	
Expected Time to Completion of Eligible Energy Efficiency Retrofit Work for Date of Executed SHINE contract (months)	
Anticipated Reduction in Energy Consumption (%) – attach Beacon Home Energy Advisor® reports	

#### Use the Excel Workbook to Complete

Proponents can use the below link to complete the form or manually complete the enclosed form. <a href="https://www.dropbox.com/sh/iddv5dnn1w5pzwv/1Mjq2rZAA7">https://www.dropbox.com/sh/iddv5dnn1w5pzwv/1Mjq2rZAA7</a>

#### **Property Name:**

Address:

Total Value of Work: \$0.00

Total Rebate Request: \$0.00

Rebate as %: \$0%

#### Instruction

- 1. Fill in the Property Name and Address at the top.
- 2. Complete the Scope of Work and Unit Price for each component.
- 3. Fill in the desired rebate % at the bottom of each scope.
- ${\bf 4. \ Complete \ the \ information \ requested \ in \ the \ MF \ Worksheet.}$

Scope of Work: 0 Example Units: 0	Unit Price	
Building Performance Institute (BPI) Assessment	\$200.00	
Air Sealing		
Attic Insulation (top floor units with attic exposure only)		
Knee Wall Insulation		
Floor / Foundation Wall / Un-Vented CrawIspace Insulation		
Rim Joist Insulation	\$500.00	
Duct Sealing		
Replace Central AC with ≥ 16 SEER		
Replace Heat Pump with ≥ 15 SEER		
Solar Thermal Water Heater		
Heat Pump Water Heater	1	
Programmable Thermostat		
Water Heater Tank Wrap		
Other (Please List)		Total
Totals	\$700.00	\$0.00
Rebate % 25.00% Rebate:	\$175.00	\$0.00

Scope of Work:	Units: 0	Unit Price	
			Total
Totals		\$0.00	\$0.00
Rebate %	Rebat	e: \$0.00	\$0.00

#### **Exhibit B** Approval Info Form (REQUIRED SUBMITAL)

PRIME	Southeast En	ergy Efficiency	y Alliance	
RECIPIENT:				
PROPERTY C	WNER:			
DUNS NU	MBER <sup>7</sup> :		DUNS NUMBER VALID <sup>8</sup> :	Choose an item.
T	AX ÎD#:		BLACK LIST VERIFIED <sup>9</sup> :	Choose an item.
CITY VENDO	R ID# <sup>10</sup> :		VALID SAVE	Choose an item.
SUBCONT	TRACT / AFFIDA		AFFIDAVIT <sup>11</sup> :	
SUBGRANT AM	IOUNT:			
				•
STATEMENT OF	WORK:			
ENERGY EFFICE	ENCY UPGR.	ADES ON MU	TTIFAMILY PROPERT	ŒS
DECIDIENT				
RECIPIENT				
ADDRESS:				
PHONE:				
9 DIGIT ZIP <sup>12</sup> :				
COUNTY:				
CONGRESSIONA DISTRICT <sup>13</sup> :	T			

http://fedgov.dnb.com/webform
 https://www.bpn.gov/CCRSearch/Search.aspx

<sup>9</sup> https://www.epls.gov

 <sup>10</sup> https://catsprod.atlantaga.gov/OA\_HTML/OA.jsp?page=/oracle/apps/pos/suppreg/webui/PosSRegPG&OAHP=POS\_GUEST\_REG\_HP&OASF=POS\_SUPPREG\_REGISTER&OAPB=POS\_ISP\_BRAND&ouid=5CDE34D24B087

If If contract under \$20,000, must complete Systematic Alien Verification of Entitlements (SAVE) affidavit

<sup>12</sup> http://zip4.usps.com/zip4/welcome.jsp

http://www.govtrack.us/congress/findyourreps.xpd

PRIME RECIPIENT:	Southeast	Energy Efficiency Alliance	
CONRA	ACTOR:		
DUNS NUM	1BER <sup>14</sup> :	DUNS NUMBER VALID <sup>15</sup> :	Choose an item.
TAX ID#:		BLACK LIST VERIFIED <sup>16</sup> :	Choose an item.
CITY VENDOR ID# <sup>17</sup> :		VALID SAVE	Choose an item.
SUBCONT		AFFIDAVIT <sup>18</sup> :	
SUBGRANT AMOUNT:			
STATEMENT OF ENERGY EFFICI		GRADES ON MULTIFAMILY PROPERTIE	ES
RECIPIENT			
ADDRESS:			
ADDRESS.			
PHONE:			
9 DIGIT ZIP <sup>19</sup> :			
COUNTY:			
CONGRESSIONA	L		
DISTRICT <sup>20</sup> :			

http://fedgov.dnb.com/webform
 https://www.bpn.gov/CCRSearch/Search.aspx
 https://www.epls.gov

<sup>17</sup>https://catsprod.atlantaga.gov/OA\_HTML/OA.jsp?page=/oracle/apps/pos/suppreg/webui/PosSRegPG&OAHP=POS\_GUEST\_REG\_HP&OASF=POS\_SUPPREG\_REGISTER&OAPB=POS\_ISP\_BRAND&ouid=5CDE34D24B087

<sup>18</sup> If contract under \$20,000, must complete Systematic Alien Verification of Entitlements (SAVE) affidavit
19 http://zip4.usps.com/zip4/welcome.jsp
20 http://www.govtrack.us/congress/findyourreps.xpd

# Exhibit C Contractor Project History and Client Reference Form (All information requested is required in order to be considered) (REQUIRED SUBMITTAL)

Contractor Name	
Project Name and Location	
Type of Facility(s) and Use; Number of Buildings; Number of Units; Total Square Footage	
Number and Types of Energy Conservation Measures (ECMs)	
Project Dollar Amount (installed project costs)	
Construction Start and End Dates	
Indicate if the project was completed on schedule. If not, please explain.	
Identify all contractor personnel associated with this project and their specific role(s) and responsibility(s). Limit the identification of personnel to those who will be assigned to this project.	
Provide current and accurate telephone and fax numbers and email address of the client's representatives with whom your firm did business on this project. You should ensure that all representatives are familiar with this project.	

# Exhibit D Co-Signed Indemnification and Assignment Agreement (REQUIRED SUBMITTAL)

This letter serves as notice to the City of Atlanta that the Contractor and Property Owner agree to defend, indemnify, and hold harmless the City and the Southeast Energy Efficiency Alliance, and their respective officials, employees, agents and representatives, as applicable, including but not limited to all claims, costs and expenses and reasonable attorney's fees, which may be incurred or paid out by reason of injuries to person or damage to property caused in whole or in part by any acts or omissions of the Contractor or Property Owner. The Contractor is acting in the capacity of an independent Contractor with respect to the City. Any and all employees or subcontractors of the Contractor or other persons engaged in the performance of any work or services required to be performed under this Agreement, shall not be considered employees of the City, and no claim whatsoever that may arise on behalf of said employees, subcontractors or other persons as a consequence of any act or omission by Contractor, Contractor's employees or subcontractors; such act or omission shall in no way create any liability on the part of the City or the Southeast Energy Efficiency Alliance. Contractor and Property Owner agree that the Southeast Energy Efficiency Alliance is an express third party beneficiary of this agreement. Contractor and Property Owner acknowledge that Property Owner is responsible for paying Contractor, regardless of whether or not the City provides a rebate.

The Property Owner authorizes the release of their electricity, natural gas, fuel oil, or any other fuel consumption information for the 12-month period preceding the improvements through the 12-months following the improvements from the respective utility company to the City of Atlanta for the purposes of Federal reporting, program analysis, and other purposes. Property Owner further agrees to audits of work, whether completed or in-progress to be conducted by either the City, the Southeast Energy Efficiency Alliance, the US Department of Energy, or other Federal agencies or assigns.

The Property Owner further authorizes the City to work directly with the contractor to resolve any issues related to the grant.

The undersigned further certify that they have the legal authority to execute this agreement under penalty of perjury.

Signed this day the o	f, 2012.	
Property Owner:		Contractor:
Day	-	Devi
By: Title:		By: Title:
Title:		Title

# **Exhibit E: Tenant Indemnification & Release Agreement**



City of Atlanta Sustainable Home Initiative in the New Economy City Incentive Approval and Indemnification Form (SHINE-MF01)



1100	Multi-	Family Program			486	in the second
	Genera	al Information				
Assessor:		Property Name:				
Assessor Phone:		Unit Number:		•		
Assessor E-mail:		City:				
Contractor:	-	Zip Code + 4:				
Contractor Phone:		E-mail:				
Contractor E-mail:		Phone:			T	-11
Year Building Constructed:		Parcel ID:				
Unit Sq. Footage:		# of Unit Occupants:				
Subcontractor License #:		•				
Permit #:	T					
Georgia Power Acct #:						
Georgia Power Meter #:						·
Nat. Gas Account #:						
Nat. Gas Meter#:						
	Tenant Release and I	Indemnification Agre	eement			
to person or damage to property independent Contractor(s) with re services required to be performed subcontractors or other persons a create any liability on the part of t	duding but not limited to all claims, costs and expe caused in whole or in part by any acts or omissions espect to the City. Any and all employees or subco d under this Agreement, shall not be considered en is a consequence of any act or omission by Contract the City or the Southeast Energy Efficiency Alliance intractor and Property Owner acknowledge that Pr	s of Contractor(s), Property Owne ntractors of the Contractor(s) or o nployees of the City, and no clain ctor(s), Contractor(s)'s employee e. The Tenant(s) agree that the So	er, or Tenant. other persons n whatsoever s or s ubcontro outheast Enei	Contractor(s) is engaged in the that may a rise actors; such act rgy Efficiency Al	a cting in the cap e performance of on behalf of said or omission shall liance is an expre	acity of an any work or employees, I in no way iss third party
through the 12-months following	ase of their e lectricity, natural gas, fuel oil, or any o the improvements from the respective utility com I grees to audits of work, whether completed or in- ederal agencies or assigns.	pany to the City of Atlanta for the	e purposes of	Federal reporti	ng, programana	lysis, and other
The undersigned further certify th	at they have the legal authority to execute this ag	re ement under penalty of perjun	γ.			
			GPC	Gas		
			Account	Account		
	Print Name	Signature	Holder	H <u>old</u> er		
Tenant 1:			_ 🗀		Date:	
Tenant 2:					Date:	
Tenant 3:			_ 🗆		Date:	

# **Exhibit F: Waste Management Plan**



# City of Atlanta Sustainable Home Initiative in the New Economy Waste Management Plan & Finite List of Retrofit Activities Multi-Family Program - Contractor Compliance Certification Form (SHINI



	General Information					
ssessor:	Property Owner:					
ssessor Phone:	Street Address:					
ssessor E-mail:	City:					
ontractor:	Zip Code +4:					
ontractor Phone:	E-mail:					
ontractor E-mail:	Phone:					
ear Building Constructed	Parcel ID:					
uilding Sq. Footage;	Maximum Incentive per Unit:					
5 1 4 <u> </u>	# of Units:					
ubcontractor License #:						
ermit #:						
<u> </u>						
Waste Man	agement & Finite List of Retrofit Activities Agreement					
The Contractor hereby agrees to adhere to the v	vaste management plan and finite list of retrofit activities as defined below:					
Description: Projects may include the following	Plan: The following items will be disposed or recycled during project					
-Air Sealing of Building Envelope	implementation:					
Insulation	-Empty spray foam and caulking containers					
Duct Repairs and Sealing	-Cutoffs and remnants of foam board, insulation, sheet metal, metal flashing,					
-High-Efficiency Lighting wood, mastic, etc.						
-HVAC Efficiency Upgrades	-Nails, screws, and other fasteners					
Domestic Water Heater Efficiency Upgrades	<ul> <li>-HVAC system coils, ductwork, refrigerants, lubricants, and thermostats</li> <li>-Lamps, baliasts, switches, and fixture housings</li> </ul>					
-High-Performance Windows -Moisture Control Measures	-Windows, doors, and frames					
-Moisture contrormeasures -High Performance Doors	-Small amounts of conduit, wiring, and plastic and metal piping					
-Mater Conservation Measures	and the second section of the second					
-water Conservation imeasures <u>Sites:</u> Multi-Family housing units in the City of Atlanta						
<u>Sites:</u> Multi-Family housing units in the City of Atlanta						
<u>Sites:</u> Multi-Family housing units in the City of Atlanta	contractors will be responsible for properly recycling materials removed or generated during the					
Sites: Multi-Family housing units in the City of Atlanta Recycling: As part of the contract documents, course of this project with a certified recycling o	contractors will be responsible for properly recycling materials removed or generated during the ontractor at an offsite facility.  ments, contractors will be responsible for properly disposing of hazardous materials (such as PCB-					
Sites: Multi-Family housing units in the City of Atlanta Recycling: As part of the contract documents, course of this project with a certified recycling o Hazardous Waste: As part of the contract docu containing ballasts or lead-containing items) res an offsite facility.	contractors will be responsible for properly recycling materials removed or generated during the					
Sites: Multi-Family housing units in the City of Atlanta Recycling: As part of the contract documents, course of this project with a certified recycling o Hazardous Waste: As part of the contract docu containing ballasts or lead-containing items) res an offsite facility.	contractors will be responsible for properly recycling materials removed or generated during the ontractor at an offsite facility.  ments, contractors will be responsible for properly disposing of hazardous materials (such as PCB-noved or generated during the course of this project with a certified hazardous waste contractor at					
Sites: Multi-Family housing units in the City of Atlanta Recycling: As part of the contract documents, course of this project with a certified recycling o Hazardous Waste: As part of the contract docu containing ballasts or lead-containing items) res an offsite facility.	contractors will be responsible for properly recycling materials removed or generated during the ontractor at an offsite facility.  ments, contractors will be responsible for properly disposing of hazardous materials (such as PCB-noved or generated during the course of this project with a certified hazardous waste contractor at					
Sites: Multi-Family housing units in the City of Atlanta Recycling: As part of the contract documents, course of this project with a certified recycling o Hazardous Waste: As part of the contract docu containing ballasts or lead-containing items) res an offsite facility.	contractors will be responsible for properly recycling materials removed or generated during the ontractor at an offsite facility.  ments, contractors will be responsible for properly disposing of hazardous materials (such as PCB-noved or generated during the course of this project with a certified hazardous waste contractor at					
Sites: Multi-Family housing units in the City of Atlanta Recycling: As part of the contract documents, course of this project with a certified recycling o Hazardous Waste: As part of the contract docu containing ballasts or lead-containing items) res an offsite facility.	contractors will be responsible for properly recycling materials removed or generated during the ontractor at an offsite facility.  ments, contractors will be responsible for properly disposing of hazardous materials (such as PCB-noved or generated during the course of this project with a certified hazardous waste contractor at					
Sites: Multi-Family housing units in the City of Atlanta Recycling: As part of the contract documents, course of this project with a certified recycling o Hazardous Waste: As part of the contract docu containing ballasts or lead-containing items) res an offsite facility.	contractors will be responsible for properly recycling materials removed or generated during the ontractor at an offsite facility.  ments, contractors will be responsible for properly disposing of hazardous materials (such as PCB-noved or generated during the course of this project with a certified hazardous waste contractor at					

Company: Project:			
Designated Recyclin	ng Coordinator:		
Waste Manageme ☐ This project will re		or reuse% [e.g. 75%] by v	veight of the waste generated on-site.
Communication P			
<u> </u>			
		•	
Expected Project The following charts id procedures.  Deconstruction/Demonstruction	entify waste mater	al, and Handling: ials expected on this project,  Disposal Method	their disposal method, and handling
		Dispusal Metriod	Handling Procedure
Construction Phase Material	Quantity		N Proceedings (Si) ( Abushaga wang hiji) (Abushaga
	- August San Control	Disposal Method	Handling Procedure

# **Exhibit G: Project Reporting**



City of Atlanta Sustainable Home Initiative in the New Economy



		City Incentive Approval and Indemnification Form (SHINE-MF01)	(4)		
		Multi-Family Program	- Sitt	ego.	
A		General Information			
	essor: essor Phone:	Property Owner: Street Address:	<b> </b>		
P4231	2301 PHONE. 2	Sueet Aggress.			
Asse	essor E-mail:	City:			
Con	tractor:	Zip Code +4:			
Con	tractor Phone:	E-mail:	***		
Con	tractor E-mail:	Phone:			
Yea	Building Constructed:	Parcel ID:			
Buil	ding Sq. Footage:	Maximum Incentive per Unit:			
		# of Units:			
	contractor License #:				
Pen	nit #:				
		Incentive Calculation & Schedule			
		Proposed Qualified Improvements	# of Units		Cost
1)	Duct Insulation	The state of the s	0	s	-
_, 2)	Duct Sealing		0	\$	
3)	improve Airtightness		0	\$	-
4)	***************************************	iin. R-30 Flat ceiling / R-19 sloped ceiling & roofline)	0	\$	
5)	Improve attic kneewall ins	ulation (min. R-19, and sheathed)	0	\$	-
6)	improve foundation wall in	nsulation (min, R-5 continuous or R-13 cavity)	0	\$	-
7)	Improve under-floor insula	tion (min. R-19)	0	\$	-
8)	improve wall insulation (n		0	\$	-
9)		ting, must have U ≤ 0.40, SHGC ≤ 0.40)	0	\$	
10)	install radiant barrier in a		0	\$	
11)	Install vapor barrier (min 6		0	\$	-
12)	insulate water heater and		0	\$	
13}	Programmable Thermostat		0	\$	_
14)	Replace cooling equipmen		0	\$	-
15} 16}	MISC	tt (min, 90 AFUE or 7.7 HSPF)	0	\$	
17)	HVAC Maintenance		0	\$	
18)		imum EF = 0.63 (gas) = 0.93 (electric)]	o o	\$	
	<u> </u>	28 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	Total	\$	
Req	uested Incentive	\$ 100 min 100		*	
*Not	e; Improvements must be unde	rtaken in an effort to achieve the minimum performance criteria under the GA Power whole home program			
		Incentive Agreement			
age of i ind rec sub liab par City The impl and Eff ln c day	ents and representatives, as app njuries to person or damage to eperadent Contractor with respu- bilized to be performed under the contractors or other persons as illity on the part of the City or it ty beneficiary of this agreement y provides a rebate.  Property Owner authorizes the provements through the 12-mon dysis, and other purposes. Prop ciency Alliance, the US Departm order for the City to provide the is of the essessment, and all for	ree to defend, indemnify, and hold harmless the City and the Southeast Energy Efficiency Alliance, and their res licable, including but not limited to all claims, costs and expenses and reasonable attorney's fees, which may be property caused in whole or in part by any acts or omissions of the Contractor or Property Owner. The Contract ct to the City. Any and all employees or subcontractors of the Contractor or other persons engaged in the performance, shall not be considered employees of the City, and no claim whatsoever that may arise on behalf is a consequence of any act or omission by Contractor, Contractor's employees or subcontractors; such act or our as Southeast Energy Efficiency Alliance. Contractor and Property Owner agree that the Southeast Energy Efficiency as release of their electricity, natural gas, fuel oil, or any other fuel consumption information for the 12-month per are release of their electricity, natural gas, fuel oil, or any other fuel consumption information for the 12-month per parts following the improvements from the respective utility company to the City of Atlanta for the purposes of perty Owner further agrees to audits of work, whether completed or in-progress to be conducted by either the Country of the foregy, or other Federal agencies or assigns.  Property Owner with the rebate, the appropriate parmits must be issued (if applicable), improvements must be ms and assurances must be completed, executed, submitted to, and verified by the City. The undersigned further ement under penalty of perjury.	incurred or paid of or is acting in the a commance of any wo of said employees issions shall in no work. All ance is an egardiess of whether and or extending the ederal reporting, it, the Southeast equalified, complete qualified, complete or is acting the ederal reporting.	out by recapacity ork or self-  way create express the common of the com	eason of an ordices one any third t the
Qва	lified Contractor:	Date:			,
Prop	erty Owner:	Date:			
Gen	eral Contractor:	. Date:			
,			REV:	03.;	31.12

P POLICE OF THE PARTY OF THE PA		Unit Number	Unit		Total i	Total	Max R	Assess	Overa	Averag	Averag	Para de	Avera	Assessor	Property:
A LABORATOR AND	123 Example Lane	Address	Unit information		Total building retorfit hours (auto-calculated)	Total building rebate requested (auto-calculated)	Max Rebate per Unit (25% of tota) cost of retrofit per unit up to specified amount)	Assessment Rebate per Assesed Unit	Overall Building % efficiency % improvement (must be greater than 19%)	Average Therm improvement of all sampled units (average the therm improvement for all sampled units below, auto-calculated):	Average Therm % efficiency improvement of all sampled units (average the % improvement for all sampled units below, auto-calculated)	Average kilowatt hour (kWh) improvement of all sampled units javerage the kWh improvement for all sampled units below, auto-calculated	Average kWh % efficiency improvement of all sampled units (average the % improvement for all sampled units below, auto-calculated);	EOC	
	- -	Unit 5q Feet		Pleas	o-calculated)	auto-calculate	cost of retroi	hit	mprovement (s	in baigmes ii	ovement of all	rovement of a	ement of all s	John Smith	The Sunny Farms Address:
and believe that the state of the state of		# of Occupants	out of the same of	He wise the		9	it per un		NA TA	ts (avera	sampleo	Sample	anpled L		Farms
Profit (at 1 set 5 set men men sign) and the		Frimary Heating Fule		Georgia Power			it up to specified		reater than 15%)	ge the therm imp	units (average t	d units javerage	nits (average the	Assessment Company:	Address:
A CARREST AND	12345-12345 02	Georgia Fower Account Number of Meter Number (for all units)		Please use the Georgio Power Multiformly Sampling Methodology to assist with filling out this form	,		amount)			provenent for all san	he % improvement to	the KWh limprovemen	% improvement for	ompany:	
PERSON ASSESSMENT OF STREET OF STREET	,,,,,	Natural Gas Providet		Methodology to a			STATES OF THE ST			pled units below, a	r all sampled units	st for all sampled a	all sampled units b	menterak da kantan da da kantan d	***************************************
a vernena va ma an av avenena va va va	2-2-2	Natural Gio Account Number		ssist with fill						uto-calculat	below, auto-	mits below, a	elow, auto-ce	***************************************	173 %
SPECIAL SECTION IN LEADING		Retrofit Hours per Unit		ing qui t						Đ,	calculate	uto-calc	liculated	Thes	in Stre
daevavaeauvav,		Retrolit Completion Date		us form.						yk y byna l'(nikal ny pad:	<u>d</u> ;	7	***************	The Smith Company	at, ette
ACTION OF THE STANSOR OF THE STANSOR	amen	Test-in Date for the Texted Units	Assessment inf							And the winds with the state of	CASTA (N'EVA I PAVA A) (VICANA)	NAMES AND ALCOHOLOGY OF THE OWNER OWN	cendidadad balta as associat banasa directiva	Medi	123 Main Street, Fitzgerald, GA 31750
-ATATEMENTAL PROPERTY.		Test-Out Date for the Tested Units (application must be received within 120 days of this dats)								(VÁPETER) DALLA (VÁPETER)		and bear and	7777777777777777		8
A MANAGAMA ANGREMAN MANAGAMAN VANCANAN PA		. kWh sayings	amation (for tested units		0	\$0	\$650	STRO		VINCENTAL VINCEN	enemeral d'héa en Verse Andrease presenter (° ).	West IV tabables and IV-large ballings.	Arthur Arthur Company of the State of the Company o		
-	***************************************	Percent MVh Improvement	<u>u</u>			1		.5			•	<u>;                                    </u>	1	<b></b>	<u> </u>
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ofman a new province of victor and		Percent Therm Improvement					,								
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British barre or indianoc		Total Audit Invoiced Cost per Unit													



# City of Atlanta Sustainable Home Initiative in the New Economy EECBG Federal Reporting Form (SHINE-MF04) Multi-Family Program - Multi-Family (Ingrades



Multi-Family Pro	gram - Multi-Family Upgrades		100
Gene	eral Information		
Assessor:	Property Owner:		
Assessor Phone:	Street Address:		
Assessor E-mail:	City:		
Contractor:	Zip Code + 4:		
Contractor-Phone: ~-	E-mail:		
Contractor E-mail:	Phone:		
Year Building Constructed	Parcel ID:		
Building Sq. Footage:	Maximum Incentive per Unit:		
Subcontractor License #;	# of Units:		
Permit #:	-		
E COLERANT WE			
Federal Rep	oorting Requirements		
Job Creation	Project Cost Breakdown		
Hours Spent on Job (All Personnel):	Upgrade Labor Costs	E CONTROL DE LA	
	Upgrade Material Costs	The state of the s	The state of the s
		→ CHECK E	NTRY <del>(</del>
Assesment Contractor and Cost	Utility Incentives		
Assessment Contractor	Georgia Power		A CONTRACTOR OF THE CONTRACTOR
Assesment Cost	AGL	The state of the s	
Dawn d Dak			
Beacon 1 Data Pre-Improvement			**-
Annual Electricity Consumption:	Post-Improvement	Savings	% Reduction
Annual Natural Gas Consumption:		0 kwh	0%
Annual Heating Oil Consumption:		Otherms Ogal.	0% 0%
Annual Costs:	Harania	50,00	0% 0%
Annual CO <sub>2</sub> Emissions:		0 lbs. CO2	0%
		V seas Corr.	Y
Total Energy Consumption: 0 btu	0 btu	0 biu	0.0%
Funding Source: EECBG Formula		*****	and the Service Addition
	// / / / / / / / / / / / / / / / / / /		
		-	
Beacon 2 Data Pre-Improvement	Book for a supplied	5	BV m 2 44
Annual Electricity Consumption:	Post-Improvement	Savings 0 kWh	% Reduction
Annual Natural Gas Consumption:		0 therms	0% 0%
Annual Heating Oil Consumption:		O gal.	0%
Annual Costs:		\$0.00	0%
Annual CO <sub>2</sub> Emissions:		0 lbs. CO2	C75
Total Energy Consumption: 0 biu	o lité	0 btu	0.0%
Funding Source: EECBG Formula	Heren vol.		
SHINE GOLD D	ocumentation Checklist		
SHINE G01		A Report with residen	ts signature
SHINE G02	☐ Davis Bacon For	=	
☐ Itemized Improvement Quote	☐ Final Itemized Ir	ivoice	
☐ Initial Beacon HEA Report	☐ Notarized SAVE.	Affidavít	
SHINE G03	W-9 or W8 BEN I	RS Form	
SHINE G04	Completed SHIN	E Particpant Survey	•
HEIP Completion & Rebate Form	http://www.surveyn	nonkey.com/s/HBYK3WS	
Contractor hamby contifies that the Fame has been	Lange to a contract of the con		
Contractor hereby certifies that this form has been completed Services Agreement and that the work completed related to this	to the pest of their knowledge in compli	ance with the City of	Atlanta
We Mercal and Mark and	s project complied with all redelat, State, (	anu LOCAL RAWS.	

**Exhibit H** Rebate Submission Requirement Checklist

(i) Submission Requirement	(ii) Complete (√)
(iii) SHINE MF01	(iv)
(v) SHINE MF02	(vi)
- (vii) SHINE MF03	(viii)
(ix) SHINE MF04	(x)
(xi) SHINE MF03-SUPP (If Necessary)	(xii)
(xiii) Tenant Indemnification & Release Agreement	(xiv)
(xv) Waste Management Form	(xvi)
(xvii) Initial Beacon Home Energy Advisor® report for each assessed unit	(xviii)
(xix) Final Test Out Home Energy General Report for each assessed unit	(xx)
(xxi) Copy of the Georgia Power EarthCents Home Energy Improvement Program Multifamily Rebate Application – Home General and Whole- House Improvements form that was submitted to Georgia Power.	(xxii)
(xxiii) Copy of the Georgia Power Multifamily Rebate Supplement – Whole-House form	(xxiv)
(xxv) An Itemized Final Invoice	(xxvi)
(xxvii) A copy of the signed contract	(xxviii)
(xxix) SAVE Affidavit and W9 forms for the property owners	(xxx)
(xxxi) Proof that all permits have been pulled and inspections passed	(xxxii)
(xxxiii) Completed Davis Bacon Forms	(xxxiv)
(xxxv) Copy of the initial work proposal	(xxxvi)

#### **Exhibit I** Definitions

Unless indicated otherwise from the context, the following terms shall have as their meanings in this Agreement the definitions set forth below.

- 1. "DOE" means the United States Department of Energy.
- 2. "Governmental Authority" means any nation or government, any federal, state, local or other political subdivision thereof, any quasi-governmental authority, and any court, tribunal, arbitral body, taxation authority, department, commission, board, bureau, agency, instrumentality thereof or thereto which exercises executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.
- 3. "Grant' means financial assistance provided by the City to Recipient to carry out activities described in this Agreement.
- 4. "Law" means all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncement having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision, including those promulgated, interpreted or enforced by any Governmental Authority.
- "Person" means an individual, corporation, limited liability company, partnership, trust, association, joint venture, unincorporated organization or entity of any kind or nature, or a Governmental Authority.

# Exhibit J American Reinvestment and Recovery Act <u>SCHEDULE 1</u>

## **Recovery Act Terms and Conditions**

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (the "Recovery Act") was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipient shall use grant funds in a manner that maximizes job creation and economic benefit.

Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below and elsewhere in this Agreement.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. Recipient will be provided these details as they become available.

#### B. <u>Definitions</u>.

"Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015. For the avoidance of doubt, the Funds are Covered Funds.

"Non-Federal employer" means any employer with respect to covered funds — the contractor, subcontractor, grantee or recipient, as the case may be, if the contractor, subcontractor, grantee or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

- C. <u>Flow Down Requirement</u>. Recipient must include these special terms and conditions in any subaward.
- D. <u>Segregation of Costs</u>. Recipient must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.
- E. <u>Prohibition on Use of Funds</u>. None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local

government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

- F. <u>Access to Records</u>. With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized:
- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.
- G. <u>Publication</u>. An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

#### Notice of Restriction on Disclosure and Use of Data

The data contained in pages --- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

- H. Protecting State and Local Government and Contractor Whistleblowers. The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:
- (1) Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of: (a) gross management of an agency contract or grant relating to covered funds; (b) a gross waste of covered funds; (c) a substantial and specific danger to public health or safety related to the

implementation or use of covered funds; (d) an abuse of authority related to the implementation or use of covered funds; or (e) as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

- (2) Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying-relief in whole or in part or shall take one or more of the following actions: (a) order the employer to take affirmative action to abate the reprisal; (b) order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken; (c) order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.
- (3) Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.
- (4) Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).
- I. <u>False Claims Act</u>. Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.
- J. <u>Information in Support of Recovery Act Reporting</u>. Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.
- K. <u>Availability of Funds</u>. Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.
- L. Additional Funding Distribution and Assurance of Appropriate Use of Funds. Certification by Governor For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

M. <u>Certifications</u>. With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

#### **SCHEDULE 2**

#### Davis-Bacon Act Provisions and Contract Work Hours and Safety Standard Act Provisions

Definitions: For purposes of this Schedule 2 to Exhibit C, the following definitions are applicable:

- (1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.
- (2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lowertier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."
- (3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.
- (4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
- (5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- (6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.
- (7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

#### (a) Davis Bacon Act

- (1) Minimum wages.
  - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or

development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting

Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).
  - (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In

addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

- (6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.
- (7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
  - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
  - (1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards,

employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- (5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### (c) [Intentionally Omitted]

(d) Rates of Wages. The prevailing wage rates determined by the Secretary of Labor can be found at http://www.wdol.gov/.

General Decision Number: GA120111 01/06/2012 GA111

Superseded General Decision Number: GA20100183

State: Georgia

Construction Type: Residential

County: Fulton County in Georgia.

RESIDENTIAL CONSTRUCTION PROJECTS (Consists of single family

homes and apartments up to and including 4 stories)

Modification Number

Publication Date

0

01/06/2012

ENGI0926-009 01/01/2011

21010920 009 01/01/2011		
	Rates	Fringes
Operating Engineers:  Backhoe, Compactor, and Loader	\$ 20.50	8.08
ENGI0926-014 01/01/2011		
	Rates	Fringes
Operating Engineer: Bulldozer	\$ 20.50	8.08
* PLAS0148-004 07/01/2011		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		6.34
SHEE0085-006 08/01/2011		
	Rates	Fringes
SHEET METAL WORKER (including HVAC duct installation) Buildings over 100,000		
square feet Buildings up to 100,000	.\$ 29.70	13.41
square feet	.\$ 25.49	11.73
FOOTNOTE: Work on swinging st	ages, boatswains	chairs or

FOOTNOTE: Work on swinging stages, boatswains chairs or scaffolds, booms, or scissors lifts over 50 ft. high: \$1.25 per hour additional.

SUGA2008-095 08/14/2008

Rates Fringes

BRICKLAYER.....\$ 13.83

0.00

CARPENTER, Excludes Drywall

Hanging, and Form Work\$ 12.00	0.00
DRYWALL FINISHER/TAPER\$ 13.45	0.00
DRYWALL HANGER\$ 11.42	0.00
ELECTRICIAN, Including Installation of Alarm Systems\$ 11.57	0.00
FORM WORKER\$ 8.50	0.16
HVAC MECHANIC (HVAC Pipe Installation Only)\$ 11.14	0.00
LABORER: Common or General\$ 10.09	0.00
LABORER: Mason Tender\$ 8.00	0.00
OPERATOR: Excavator\$ 8.96	0.00
PAINTER: Brush, Roller and Spray, Excludes Drywall Finishing/Taping\$ 10.57	0.00
PLUMBER (Excluding HVAC Pipe Installation)\$ 11.53	0.00
ROOFER\$ 11.50	0.00
TILE SETTER\$ 11.07	0.00
TRUCK DRIVER\$ 12.13	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union

classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division

U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_\_

END OF GENERAL DECISION

General Decision Number: GA120111 01/06/2012 GA111

Superseded General Decision Number: GA20100183

State: Georgia

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County: Fulton County in Georgia.

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SHEET METAL WORKER (including HVAC duct installation) Buildings over 100,000		
square feet Buildings up to 100,000	.\$ 29.70	13.41
square feet	.\$ 25.49	11.73
FOOTNOTE: Work on swinging st scaffolds, booms, or scissors per hour additional.		
OUTCD 2000 OOF OO /14 /2000		

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\_\_\_\_\_\_

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Union prevailing wage-rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

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Branch of Construction Wage Determinations Wage and Hour Division

U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

### **SCHEDULE 3**

# Intangible Property 10 C.F.R. 600.136 (a) through (d)

#### § 600.136 Intangible property.

- (a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. DOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes and to authorize others to do so.
- (b) Recipients are subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- (c) The DOE has the right to:
- (1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- (d)(1) In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the DOE shall request, and the recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the DOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
- (2) The following definitions apply for purposes of this paragraph (d):
- (i) Research data is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:
- (A) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and

- (B) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.
- (ii) Published is defined as either when:
- (A) Research findings are published in a peer-reviewed scientific or technical journal; or
- (B) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
- (iii) Used by the Federal Government in developing an agency action that has the force and effect of law is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

# **Exhibit K** Reporting and Audit Requirements

- 1. **Generally.** Failure to comply with the reporting requirements set forth in this <u>Exhibit</u> may result in termination of the Grant. Recipient acknowledges that information in reports provided under this Agreement may be made available to the public, and that public disclosure of certain information required by such reports is mandated by applicable Laws.
- 2. **Special Status Reports.** Recipient must report the following events by e-mail as soon as possible after they occur:
  - (a) Developments that have a significant favorable impact on the Project.
- (b) Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the Project or which may require the City, SEEA or DOE to respond to questions relating to such events from the public. For example, the recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:
  - (i) Any single fatality or injuries requiring hospitalization of five or more individuals;
  - (ii) Any significant environmental permit violation;
  - (iii) Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes or regulations;
  - (iv) Any incident which causes a significant process or hazard control system failure;
  - (v) Any event which is anticipated to cause a significant schedule slippage or cost increase;
  - (vi) Any damage to Government-owned equipment in excess of \$50,000; or
  - (vii) Any other incident that has the potential for high visibility in the media.
- 3. Registration Requirements Under § 1512 of the Recovery Act. Recipient shall maintain a current registration in the Central Contractor Registration (http://www.ccr.gov) at all times during which it is in receipt of Funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.
- 4. **Project Audits.** Recipient will maintain full, correct and complete books and records and supporting documentation (including timesheets, work specifications, invoices and receipts) pertaining to the Project and the Funds (collectively, "*Recipient Records*"). Recipient Records will be maintained for a period of five years following completion of the Project. During the term of this Agreement and for a period of five years thereafter, the City or SEEA will be entitled, either directly or through an independent accounting firm, to audit the Recipient Records for the purpose of verifying Recipient's compliance with this Agreement. Such audits shall take place during Recipient's normal business hours upon not less than five business days' prior written notice, and shall be conducted in a manner that does not unreasonably interfere with Recipient's normal operations.
- 5. **Department of Energy Oversight.** DOE will exercise normal Federal stewardship in overseeing the project activities performed under amounts awarded by the DOE (including the Funds). Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and

reviewing technical performance after project completion to ensure that the award objectives have been accomplished. DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient shall provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

6. Further Assurances. Recipient will promptly, completely and accurately respond to all reasonable requests by the City or SEEA for additional reporting relating to the Project or the Funds. Any such request for information required by Law to be included in any report to a Governmental Authority, or necessary for the City's completion of any such report required by Law, will be deemed to be a reasonable request.

# **Exhibit L** State Historic Preservation Office Programmatic Agreement

# PROTOTYPE PROGRAMMATIC AGREEMENT BETWEEN

THE UNITED STATES DEPARTMENT OF ENERGY, THE GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY AND THE GEORGIA STATE HISTORIC PRESERVATION OFFICE REGARDING EECBG, SEP AND WAP UNDERTAKINGS February 5, 2010

WHEREAS, the United States Department of Energy (DOE) administers the following financial assistance programs: the Energy Efficiency and Conservation Block Grant Program under the Energy Independence and Securities Act of 2007 (EECBG); the State Energy Plan under the Energy Policy and Conservation Act of 1975 and the State Energy Efficiency Programs Improvement Act of 1990 (SEP); and the Weatherization Assistance Program (WAP) for Low-Income Persons under Title IV of the Energy Conservation and Production Act, the Energy Policy Act of 2005, the Energy Independence and Security Act of 2007, and the American Recovery and Reinvestment Act of 2009 (ARRA); collectively referred to as the "Programs";

WHEREAS, the unprecedented levels of funding available to the Programs, due in large measure to ARRA, has created a large volume of projects requiring expedited historic preservation reviews to ensure the timely obligation of funds, that create new jobs, and improve local and state economies;

WHEREAS, the GEORGIA State Historic Preservation Office (SHPO) is experiencing unprecedented numbers of requests for historic preservation review of undertakings funded by all Federal Agencies, including undertakings funded by the Programs;

WHEREAS, the GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY (Recipient) is receiving financial assistance from DOE to carry out the Programs;

WHEREAS, the projects funded by the Programs are undertakings subject to review under Section 106 of the National Historic Preservation Act, 16 U.S.C 470f (NHPA) and its implementing regulations at 36 CFR part 800 and include rehabilitation, energy efficiency retrofits, renewables, and weatherization (undertakings);

WHEREAS, DOE has determined that these undertakings may adversely affect properties that are listed in or eligible for listing in the National Register of Historic Places (National Register) and subject to the requirements of the National Historic Preservation Act (NHPA);

WHEREAS, in accordance with 36 CFR 800.14(b)(4), the Advisory Council on Historic Preservation (the ACHP) has designated this Agreement as a Prototype Programmatic Agreement (PA), which does not require the participation or signature of the ACHP;

WHEREAS, DOE, the ACHP, and the National Conference of State Historic Preservation Officers (NCSHPO) have determined that the requirements of Section 106 can be more effectively and efficiently fulfilled if a programmatic approach is used to stipulate roles and responsibilities, exempt undertakings from Section 106 review, establish tribal protocols, facilitate identification and evaluation of historic properties, establish treatment and mitigation measures, and streamline the resolution of adverse effects;

WHEREAS, by memorandum dated August 28, 2009 (attached as Appendix C), DOB delegated certain tasks necessary for compliance with Section 106 of the NHPA to grantees and subgrantees of funding from the Programs (Recipients);

WHEREAS, according to the August 28, 2009 memorandum, the Recipients are authorized, to initiate Section 106 compliance in accordance with 36 CFR 800.2 (c)(4);

WHEREAS, the undertakings covered under this PA are not located on Tribal lands and are primarily smaller scale activities and routine projects, without the potential for adversely affecting historic properties, rather than complex undertakings with a greater potential to adversely affect historic properties, which would require completion of the typical Section 106 review process;

WHEREAS, DOE and the ACHP were guided by the principles set forth in the ACHP's Affordable Housing Policy statement, adopted on November 9, 2006, in negotiating this Programmatic Agreement upon which this PA is based;

NOW, THEREFORE, DOE, GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY and the GEORGIA SHPO agree that the Programs shall be administered in accordance with the following stipulations to satisfy DOE's Section 106 responsibilities for all individual undertakings of the Programs:

#### STIPULATIONS

DOE, the Recipient, and the SHPO shall ensure that the following stipulations are carried out:

- I. Roles and Responsibilities
  - A. DOE shall be responsible for providing oversight of the PA, executing PAs with SHPOs, participating in the resolution of disputes between the SHPO and the Recipient, and providing technical assistance and guidance as needed. DOE shall be responsible for government-to-government consultation with Indian tribes, unless the Indian tribe agrees to the delegation of this responsibility to a Recipient.
  - B. The Recipient shall be responsible for consulting with consulting parties and conducting Section 106 reviews in a timely manner, preparing documentation for the SHPO and DOE, and maintaining records on undertakings. Undertakings that involve properties greater than fifty (50) years old and are not listed on either Appendices A or B shall be submitted to the SHPO for review in accordance with this agreement.

- C. Recipient shall ensure that the provisions of this PA apply to its sub-awards.
- D. The Recipient is encouraged to use qualified professionals in conducting their Section 106 requirements.
- E. The SHPO shall be responsible for reviewing project documentation and participation in consultation as set forth in this PA.
- F. The ACHP shall be responsible for providing technical guidance, participating in dispute resolutions if appropriate, and monitoring the effectiveness of this PA.

#### II. Tribal Review

- A. Execution of this PA presumes that DOE will conduct its government-to-government responsibilities with federal recognized Indian tribes or its Section 106 consultation requirements with Native Hawaiian Organizations (NHO) consistent with Federal laws and regulations. The Recipient shall not substitute for DOB in matters related to potential effects on historic properties of cultural and religious significance to Indian tribes, except with the concurrence of the Indian tribe or NHO.
- B. DOE acknowledges that Indian tribes possess special expertise in assessing the National Register eligibility of properties with tribal religious and cultural significance, and requires the Recipient to consult with them, as appropriate, in identifying historic properties listed in or eligible for listing in the Area of Potential Effect (APE) of program areas.
- C. If the Recipient notifies DOE that an undertaking may result in an adverse effect on cultural resources with tribal religious and cultural significance, DOE shall notify Indian tribes of individual undertakings that may result in an adverse effect on cultural resources with tribal religious and cultural significance and invite them to participate in consultations. Indian tribes and the Recipient may develop a bi-party agreement that outlines their review procedures for undertakings covered in a PA. Such agreements will be submitted to DOE for review and approval, and a copy sent to the ACHP for its records.

#### III. State Interagency Agreements

The Recipient may review an undertaking in accordance with the terms of an interagency agreement, in lieu of the other terms of this PA, if:

- The interagency agreement was in negotiations by the Recipient and SHPO on or before February 5, 2010, and will be executed no later than February 19, 2010;
- 2) The Recipient and SHPO both agree through execution of this PA that the interagency agreement applies to the undertaking and provides a historic preservation review process that is similar to that provided by the other terms of this PA; and
- DOE does not object to the use of the interagency agreement to fulfill the requirements of Section 106 of the NHPA for the undertakings.

# IV. Exemptions from Section 106 review

- A. The Recipient shall not submit to the SHPO undertakings in accordance with Appendices A or B as they do not have the potential to cause effects on historic properties even when historic properties may be present. The Recipient and the SHPO may agree to modify Appendix A and/or Appendix B, with advance notification of such modifications to the ACHP and DOE. Recipient will maintain file records with verification that undertakings were determined to be exemptions for a period of three (3) years from project completion and make them available for review if requested by DOE or the ACHP.
- B. If a property has been determined to be ineligible for inclusion in the National Register within the last five (5) years from the date the Recipient made its application for DOE financial assistance, then no further review is required under this P A.
- C. Recipients of any of the Programs may utilize either Appendix A or Appendix B in identifying exempt undertakings, regardless of whether the Exhibit on which the undertaking relates to another federally funded program.

# V. Review Procedures for Non-exempt Undertakings

- A. For undertakings not exempted under Stipulation III or IV, if the Recipient has an executed Section 106 Agreement per 36 CFR part 800 for Community Development Block Grants (CDBG) with the SHPO that 1) is still in effect; 2) covers the same undertakings as the DOE grant programs; and 3) is up to date with reporting to the SHPO, no separate Section 106 review is needed.
- B. Otherwise, the Recipient shall review the undertaking in accordance with Stipulations VI through X below, or consistent with SHPO approved historic preservation protocols.

# VI. Identification and Evaluation

- A. The Recipient shall establish the Area of Potential Effect (APE) for all program undertakings defined in the DOE grant agreement for the State.
- B. The Recipient shall complete the identification and evaluation of historic properties utilizing existing information including the National Register, state surveys, and county and local surveys. In addition, the Recipient and SHPO may use or develop protocols that are consistent with 36 CFR Section 800.4 for the review of consensus determinations of eligibility.
- C. The Recipient shall consult with Indian tribes or NHOs to determine if there are historic properties of religious or cultural significance that were not previously identified or considered in surveys or related Section 106 reviews, as appropriate.
- D. Archaeology surveys are required only for new ground disturbing project undertakings and shall be limited in scope subject to the concurrence of Indian tribes or NHOs that may attach religious or cultural significance to historic properties in the project area. Project undertakings requiring more than

- minimal ground disturbance shall be forwarded to the SHPO and THPOs or Indian tribes or NHOs concurrently for review.
- E. In order to avoid potential delays, prior to initiating undertakings the SHPO may review the Recipient's scopes of work for above ground surveys and archaeology surveys that are deemed necessary to administer the Recipient's Programs and to implement the terms of this PA.
- F. The Recipient shall refer disputes regarding determinations of eligibility to DOE for review and referral to the Keeper of the National Register in accordance with 800.4(c)(2).

# VII. Treatment of Historic Properties

- A. When the Recipient and the SHPO concur that an undertaking is designed and planned in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR Part 68, July 12, 1995 Federal Register) (Standards), that undertaking will not be subject to further Section 106 review.
- B. The Recipient and SHPO will make best efforts to expedite reviews through a finding of "No Adverse Effect with conditions" when the Recipient and the SHPO concur that plans and specifications or scopes of work can be modified to ensure adherence to the Standards. If the undertaking cannot meet the Standards or would otherwise result in an adverse effect to historic properties, the Recipient will proceed in accordance with Stipulation VIII.

#### VIII. Resolution of Adverse Effects

- A. The Recipient shall consult with the SHPO, and Indian tribes or NHOs as appropriate, to resolve adverse effects. The Recipient will notify DOE of the pending consultation, and DOE will participate through its designated representative.
- B. The Recipient may use standard stipulations included in Attachment A of this PA, or as negotiated as part of this PA between the SHPO and the Recipient, or if the project warrants, use of an alternate PA due to the complexity of the project activity.
- C. Consultation shall be coordinated to be concluded in 45-days or less to avoid the loss of funding. In the event the consultation extends beyond this period, DOE shall formally invite the ACHP to participate in consultation. The ACHP will consult with DOE regarding the issues and the opportunity to negotiate a Memorandum of Agreement (MOA). Within seven (7) days after notification, the ACHP will enter consultation and provide its recommendation for either concluding the Section 106 review through an MOA or Chairman's comment from the ACHP to the Secretary of DOE within 21 days.
- D. In the case of an ACHP Chairman comment, DOE may proceed once DOE provides its response to the ACHP.

#### IX. Emergency Situation Undertakings

A. When an emergency undertaking is required for historic properties associated with the undertakings, the Recipient shall allow SHPO five (5) business days

to respond, if feasible. Emergencies exist when there is a need to eliminate an imminent threat to health and safety of residents as identified by local or County building inspectors, fire department officials, or other local or County officials.

1. The Recipient shall forward documentation to the SHPO for review immediately upon notification that an emergency exists. Documentation should include a) nature of the emergency; b) the address of the historic property involved; c) photographs showing the current condition of the building; and d) the time-frame allowed by local officials to respond to, or correct, the emergency situation.

2. The Recipient shall consider mitigation measures recommended by the SHPO and implement them, if feasible.

# X. Public and Consulting Party Involvement

- A. The Recipient shall maintain a list of undertakings and shall make the documentation available to the public. The Recipient shall notify the SHPO if its notified of other consulting parties or public interest in any undertakings covered under the terms of the PA.
- B. The Recipient, independently or at the recommendation of the SHPO, may invite interested persons to participate as consulting parties in the consultation process for adverse effects in accordance with Stipulations VI, VII, and VIII.

# XI. Administrative Coordination

- A. The Recipient, in consultation with the SHPO, may develop procedures allowing for the use of local reviews conducted by Certified Local Governments (CLG) when such procedures avoid the duplication of efforts.
- B. The Recipient, in consultation with the SHPO, may determine that an undertaking has already been reviewed under an existing Section 106 effect determination or agreement document, then no further Section 106 review under this PAis required.
- C. The SHPO shall provide comments to the Recipient within thirty (30) days, unless otherwise agreed upon by the SHPO and the Recipient, for reviews required under the terms of this PA with the exception of emergency undertakings. In the event that the SHPO fails to comment within the established period, the Recipient can assume the SHPO has concurred, and proceed.
- D. The Recipient shall advise sub-grantees in writing of the provisions in Section 110 (k) of the Act and will advise the sub-grantees that Section 106 reviews may be compromised when project undertakings are initiated prematurely.
- B. The SHPO and the Recipient shall make every effort to expedite Section 106 reviews for a period of less than the 30-day review when consistent with the terms of the DOE grant agreements and the Recipient intends to utilize the services of qualified professionals.
- F. For projects that will require either an Environmental Assessment or an Environmental Impact Statement under the National Environmental Policy

Act (NEPA), nothing contained in this PA shall prevent or limit the Recipient and DOE from utilizing the procedures set forth in 36 CFR 800.8 to coordinate and conduct the historic preservation review in conjunction with the NEPA review.

#### XII. Discoveries

If historic properties are discovered or unanticipated effects on historic properties located within a project's APB after the undertaking has been initiated, the Recipient will implement the following procedures:

A. The Recipient shall immediately cease all operations for the portion of the

undertaking with the potential to affect an historic property;

B. The subgrantee shall advise the Recipient of the National Register eligibility of the historic property and the potential of the undertaking to impact its qualifying characteristics and an explanation of the whether the SHPO or Indian tribes and NHOs concur with proposed avoidance, treatment plan or mitigation plan;

C. The Recipient or DOE shall notify Indian tribes or NHOs of any discoveries that have the potential to adversely affect sites or buildings of religious or cultural significance to them. After reviewing such discoveries, the Indian tribes or NHOs can request further consultation on the project by notifying

DOE, ACHP, and the SHPO in writing.

D. The Recipient or subgrantee shall implement the avoidance, treatment or mitigation plan and advise the Recipient and DOE, if appropriate, of the satisfactory completion of the approved work. Once the approved work is complete may resume the activities that were halted to address the discovery situation.

# XIII. Dispute Resolution

- A. Should the SHPO object within the time frames outlined in this PA to any project undertakings, the Recipient shall consult further with the SHPO to attempt to remove the basis for the SHPO's objection. In the event that the SHPO's objection is not withdrawn, then the Recipient shall refer the matter to DOE. The Recipient shall forward all documentation relevant to DOE, who will notify and consult with the ACHP.
- B. The ACHP will provide its recommendations, if any, within 21 days following receipt of relevant documentation. DOE will take into account the ACHP's recommendations or formal comments in reaching a final decision regarding the dispute.

## XIV. Reporting and Monitoring

A. DOB, the ACHP, and the SHPO may monitor any undertakings carried out pursuant to this PA. The ACHP may review undertakings, if requested by DOB. DOE shall be entitled to address and make determinations on overall policy or administrative issues related to the implementation of these Programs. B. The Recipient shall adhere to DOE's established protocols for ARRA reporting program undertakings.

C. DOB will submit annual reports to ACHP and NCSHPO commencing October 15,2010 summarizing the Programs' undertakings, to include data on number of undertakings, the number of exempt undertakings, and reviews conducted under this PA.

## XV. Amendments

DOE, the SHPO, or the Recipient may request that this PA be amended, whereupon DOE and the SHPO, and the ACHP, if involved, will consult to consider such an amendment. Any such amendments shall be developed and executed among DOE, the Recipient, and the SHPO in the same manner as the original PA, and pertain only to this State PA.

XVI. Duration of Agreement

This PA will be valid for three (3) years from the date of execution, as verified with DOE filing the PA with the ACHP.

XVII. Termination of Agreement

DOE, the SHPO, or the Recipient may terminate the PA, provided that the party proposing termination notifies the other signatories and the ACHP in writing explaining the reasons for termination and affording the other signatories at least thirty (30) days to consult and seek alternatives to termination.

Signatories:

GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY Dato

DSHP9 Jul ( rome)

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Date

UNITED STATES DEPARTMENT OF ENBRGY
OPFICE OF ENERGY EFFICIBNCY AND RENEWABLE ENERGY
OFFICE OF WEATHERIZATION AND INTERGOVERNMENTAL PROGRAMS

#### APPENDIX A - WAP UNDERTAKINGS EXEMPT FROM SECTION 106 REVIEW

All undertakings will be done in accordance with applicable local building codes or the International Building Code, where applicable. In accordance with 36 CFR 800.3(a)(l), the following undertakings have been determined to have no potential to cause effects on historic properties:

### A. Exterior Work

- 1) Air sealing of the building shell, including caulking, weather-stripping, and other air infiltration control measures on windows and doors, and installing thresholds in a manner that does not harm or obscure historic windows or trim.
- 2) Thermal insulation, such as non-toxic fiberglass and foil wrapped, in walls, floors, ceilings, attics, and foundations in a manner that does not harm or damage historic fabric.
- 3) Blown in fiber wall insulation where no holes are drilled through exterior siding, or where holes have no permanent visible alteration to the structure
- 4) Removable film on windows (if the film is transparent), solar screens, or window louvers, in a manner that does not harm or obscure historic windows or trim.
- 5) Reflective roof coating in a manner that closely resembles the historic materials and form, or with materials that restore the original feature based on historic evidence, and in a manner that does not alter the roofline, or where not on a primary roof elevation or visible from the public right-of-way.
- 6) Storm windows or doors, and wood screen doors in a manner that does not harm or obscure historic windows or trim.
- Repair of primary windows, doors and door frames that closely resemble existing substrate and framing, including selective parts replacement.
- 8) Repair of minor roof and wall leaks prior to insulating attics or walls, provided repairs closely resemble existing surface composite

#### B. Interior Work

Special Note: Undertakings to interior spaces where the work will not be visible from the public right of way; no structural alterations are made; no demolition of walls, ceilings or floors occurs; no drop ceilings are added; or no walls are leveled with furring or moved, should be automatically excluded from SHPO review. This work includes:

## 1. Energy efficiency work within the building shell:

- a. Thermal insulation in walls, floors, ceilings, attics, crawl spaces, ducts and foundations
- b. Blown in fiber wall insulation where no decorative plaster is damaged.
- c. Plumbing work, including installation of water heaters
- d. Electrical work, including improving lamp efficiency
- e. Sealing air leaks using weather stripping, door sweeps, and caulk and sealing major air leaks associated with bypasses, ducts, air conditioning units, etc.

f. Repair or replace water heaters

g. Adding adjustable speed drives such as fans on air handling units, cooling tower fans, and pumps

h. Install insulation on water heater tanks and water heating pipes

i. Install solar water heating systems, provided the structure is not visible from the public right of way

Install waste heat recovery devices, including desuperheater water heaters, condensing heat exchangers, heat pump and water heating heat recovery systems, and other energy recovery equipment

k. Repair or replace electric motors and motor controls like variable speed drives

1. Incorporate other lighting technologies such as dimmable ballasts, day lighting controls, and occupant controlled dimming

# 2. Work on heating and cooling systems:

a. Clean, tune, repair or replace heating systems, including furnaces, oilers, heat pumps, vented space heaters, and wood stoves

b. Clean, tune repair or replace cooling systems, including central air conditioners,

window air conditioners, heat pumps, and evaporative coolers

. Install insulation on ducts and heating pipes

d. Conduct other efficiency improvements on heating and cooling systems, including replacing standing pilot lights with electronic ignition devices and installing vent dampers

e. Modify duct and pipe systems so heating and cooling systems operate efficiently and effectively, including adding return ducts, replace diffusers and registers, replace air filters, install thermostatic radiator controls on steam and hot water heating systems

f. Install programmable thermostats, outdoor reset controls, UL listed energy management systems or building automation systems and other HVAC control

systems

# 3. Energy efficiency work affecting the electric base load of the property:

a. Convert incandescent lighting to fluorescent

b. Add reflectors, LED exist signs, efficient HID fixtures, and occupancy (motion)

c. Replace refrigerators and other appliances

# 4. Health and safety measures

a. Installing fire, smoke or carbon dioxide detectors / alarms

b. Repair or replace vent systems on fossil-fuel-fired heating systems and water

heaters to ensure that combustion gasses draft safely to outside

 Install mechanical ventilation, in a manner not visible from the public right of way, to ensure adequate indoor air quality if house is air-sealed to building tightness limit

# APPENDIX B - SEP AND EECBG UNDERTAKINGS EXEMPT FROM SECTION 106 REVIEW

### A. Category 1 - No Consultation required

In addition to the undertakings provided in Exhibit A (WAP Undertakings exempt from Section 106 Review), DOE and the SHPO have concluded that the following undertakings do not have the potential to cause effects on historic properties per 36 CFR § 800.3(a)(1):

# 1. General efficiency measures not affecting the exterior of the building:

- a. Energy audits and feasibility studies
- b. Weatherization of mobile homes and trailers
- c. Caulking and weather-stripping around doors and windows in a manner that does not harm or obscure historic windows or trim.
- d. Water conservation measures -like low flow faucets, toilets, shower heads, urinals and distribution device controls
- e. Repairing or replacing in kind existing driveways, parking areas, and walkways with materials of similar appearance
- f. Excavating to gain access to existing underground utilities to repair or replace them, provided that the work is performed consistent with previous conditions
- g. Ventilating crawl spaces
- h. Replacement of existing HVAC equipment including pumps, motors, boilers, chillers, cooling towers, air handling units, package units, condensers, compressors, heat exchangers that do not require a change to existing dueting, plumbing, electrical, controls or a new location, or if dueting, plumbing, electrical and controls are on the rear of the structure or not visible from any public right of way.
- Adding or replacing existing building controls systems including HVAC control
  systems and the replacement of building-wide pneumatic controls with digital
  controls, thermostats, dampers, and other individual sensors like smoke detectors
  and carbon monoxide detectors (wired or non-wired)
- j. New installation of non-hard wired devices including photo-controls, occupancy sensors, carbon dioxide, thermostats, humidity, light meters and other building control sensors, provided the work conforms with applicable state and local permitting requirements
- k. Adding variable speed drive motors
- 1. Insulation of water heater tanks and pipes
- m. Furnace or hot water tank replacement that does not require a visible new supply or venting

# 2. Insulation measures not affecting the exterior of the building:

a. Thermal insulation installation in walls, floors and ceilings (excluding spray foam insulation)

b. Duct sealing, insulation, repair or replacement in unoccupied areas

- c. Attic insulation with proper ventilation; if under an effective R8 add additional R-19 up to R-38 (fiberglass bat only)
- d. Band joist insulation R-II to R19 as applicable

e. Water heater tank and pipe insulation

# 3. Electric base load measures not affecting the exterior the building:

a. Appliance replacement (upgrade to EnergyStar appliances)

b. Compact fluorescent light bulbs

c. Energy efficient light fixtures, including ballasts (Replacement)

d. LED light fixtures and exit signs (Replacement)

e. Upgrade exterior lighting (replacement with metal halide bulbs, LEDs, or others) along with ballasts, sensors and energy storage devices not visible from any public right of way

# B. Category 2 - No Consultation Required if SOI Standards are Adhered to and Verified by Qualified Staff, if Applicable

1. Efficiency and repair measures:

- Painting over previously painted exterior surfaces, provided destructive surface preparation treatments are not used (such as water-blasting, sandblasting and chemical removal)
- b. Installation or replacement of downspout extensions, provided that the color of the extensions is historically appropriate for the period and style of the property
- c. Repairing or upgrading electrical or plumbing systems and installing mechanical equipment, in a manner that does not permanently change the appearance of the interior or exterior of the building
- d. Installation of new HVAC equipment (such as pumps, motors, boilers, chillers, cooling towers, air handling units, package units, condensers, compressors, or heat exchangers) in a manner that does not permanently change the appearance of the building.

e. Integrated shingle-style or thin film solar systems on the rear roof of the structure, behind the parapet or not visible from the public right of way.

- f. Solar systems (including photovoltaic and solar thermal) not visible from the public right of way and if ground-mounted can be installed without ground disturbance and if roof-mounted will not require new building reinforcement.
- g. Wind system additions to existing wind power facilities that will not require ground disturbance and if building mounted will not require building reinforcement.
- h. Lead-based paint abatement in accordance with the <u>Standards and Preservation</u>
  Brief #37

- Building cleaning in accordance with the <u>Standards and Preservation Briefs #1</u>, #6, and #10
- j. Repairing masonry, including re-pointing and rebuilding chimneys in accordance with the <u>Standards and Preservation</u> Brief # 2
- k. New lighting controls including photo-sensors and shading elements if not visible from the public right of way
- I. New metering devices in a manner that does not permanently change the appearance of the interior or exterior of the building, or if the addition is on the exterior of the structure and is not visible from the public right of way
- m. New water efficient fixtures and fittings in a manner that does not permanently change the appearance of the interior or exterior of the building

# 2. Installation or repair of roofing, siding and ventilation:

- a. White Roofs, Cool Roofs, Green Roofs, Sod or Grass Roofs not visible from the public right-of-way
- b. Rainwater catches and/or gray water systems not viewable from the public right of way
- Replacement of existing exterior siding deteriorated beyond repair provided that new siding closely resembles the existing siding in dimension, profile and texture
- d. Flat or shallow pitch roof replacement (shallow pitch is defined as a pitch with a rise-to-run ratio equal to or less than 3" to 12") with no part of the surface of the roof visible from the ground
- e. Roof repair or replacement with materials that closely resemble the historic materials and form, or with replacement materials that are close to the original in color, texture, composition and form to restore the original feature based on historic evidence, and in a manner that does not alter the roofline
- f. Installing vents (such as continuous ridge vents covered with ridge shingles or boards, roof vents, bath and kitchen vents, soffit and frieze board vents or combustion appliance flues) if not located on a primary roof elevation or not visible from the public right-of-way
- g. Installing foundation vents, if painted or finished to match the existing foundation material.

#### 3. Windows and doors:

- a. Installing storm windows, storm doors or wood screen doors in a manner that does not harm or obscure historic windows, doors or trim
- b. Installing insulated exterior replacement doors where the door openings are not altered and are not visible from the public right-of-way
- c. Window or glazing treatments that do not change the appearance of the interior or exterior of the building, or if the addition is on the exterior of the structure
- d. Replacement of deteriorated beyond repair primary windows, doors and door frames provided the new windows, doors and door frames closely resemble the existing.

# APPENDIX C - AUGUST 28, 2009 DELEGATION MEMORANDUM (next page)



#### Department of Energy Washington, DC 20585

August 28, 2009

#### MEMORANDUM

TO:

State Historio Preservation Officers

Tribal Historic Preservation Officers

FROM:

Catherine R. Zoi

Assistant Secretary/

Energy Efficiency and Renewable Energy

SUBJECT:

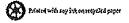
Memorandum from EERE Regarding Delegation of Authority for Section 106 Review of Undertakings, Assisted by the U. S. Department of Energy,

Office of Energy Efficiency and Renewable Energy

The Department of Energy (DOB), through the Office of Energy Efficiency and Renewable Energy (EERE), provides financial assistance to states, U.S. territories, units of local government, and Indian Tribes through the Energy Efficiency and Conservation Block Grant (EECHG) Program, Weatherization Assistance Program (Weatherization), and State Energy Program (SEP). Attached hereto is a one-page summary of the three programs. Additional program information is available at the following lluks: <a href="http://www.eccbg.energy.gov/">http://www.eccbg.energy.gov/</a>; <a href="http://www.eccbg.energy.gov/">http://appsl.eere.energy.gov/</a>wip/weatherization.cfm; <a href="http://appsl.eere.energy.gov/state-energy.gov/">http://appsl.eere.energy.gov/state-energy.gov/state-energy.gov/</a>

Through this memorandum, DOB intends to formalize the role of the States and DOB's award recipients (Applicants) to assist DOB in carrying out its Section 106 compliance responsibilities. In order to streamline DOB's compliance with Section 106 and its implementing regulations, "Protection of Historic Properties" (36 CFR Part 800), BERE is authorizing its Applicants under the BECBG, Weatherization, and SEP programs to initiate consultation pursuant to 36 CFR § 800.2(o) (4). Effective immediately, BERE Applicants and their authorized representatives may consult with the State Historic Preservation Officers (SHPOs) and Tribal Historic Preservation Officers (THPOs) to initiate the review process established under 36 CFR Part 800 and to carry out some of its steps. Specifically, BERE Applicants are authorized to gather information to identify and evaluate historic properties, and to work with consulting parties to assess effects. EERE retains responsibility to document its findings and determinations in order to appropriately conclude Section 106 review.

EERE also remains responsible for initiating government-to-government consultation with federally recognized Indian Tribes. EERE's responsibility to consult on a government-to-government basis with Indian Tribes as sovereign nations is established through specific authorities and is explicitly recognized in 36 CFR Part 800. Accordingly, BERB may not delegate this responsibility to a non-federal party without



the agreement of the Tribe to do so. Where no such agreement exists, EERE will initiate tribal consultation.

Authorized Applicants must notify EERE whenever:

- Either the BERE Applicant or the SHPO/THPO believes that the Criteria of Adverse Effect pursuant to 36 CFR § 800.5, apply to the proposal under consideration by EERE;
- There is a disagreement between an Applicant, or its authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification and evaluation of historic properties and/or the assessment of effects;
- There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, Section 106 findings and determinations, or implementation of agreed upon measures; or
- There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR § 800.9(b) and 36 CFR § 800.9(c), respectively.

EERE will participate in the consultation when such circumstances arise.

EERE expects its Applicants that are so authorized, to involve consulting parties in Section 106 findings and determinations and to carry out the exchange of documentation and information in a respectful, consistent and predictable manner. Technical assistance is available to Applicants from BERE regarding the coordination of Section 106 reviews, if needed.

If you have any questions, please contact Dr. F. G. (Skip) Gosling, DOE Federal Preservation Officer/Chief Historian, Office of History and Heritage Resources, (202) 586-5241or skip.gosling@liq.doe.gov or Steven P. Blazek, NEPA Compliance Officer, (303) 275-4723 or steve.blazek@go.doe.gov.

# ATTACHMENT A: STANDARD MITIGATION MEASURES FOR ADVERSE EFFECTS

The Recipient and the SHPO may develop and execute an Agreement that includes one or more of the following Standard Mitigation Measures, as may be modified to a particular activity, with the concurrence of both parties, for undertakings determined to have an adverse effect on listed or eligible historic resources. The ACHP will not be a party to these Agreements. However, the Recipient must submit a copy of each signed Agreement to the SHPO, and the ACHP within 30 days after it is signed by the Recipient and the SHPO.

#### 1. Recordation

The Recipient shall ensure that the historic property is recorded prior to its alteration in accordance with methods or standards established in consultation with the SHPO. The SHPO shall identify appropriate archive locations for the deposit of recordation materials and the Recipient shall be responsible for submitting required documentation to identified archive locations. The Recipient and the SHPO may mutually agree to waive the recordation requirement in situations where the integrity of the building has been compromised or other representative samples of a similar historic resources has been previously recorded.

# Architectural Salvage

The Recipient, in consultation with the SHPO, shall identify significant architectural features for salvage, and appropriate parties to receive the salvaged features. The Recipient shall ensure that any architectural features identified for salvage are salvaged prior to initiation of undertakings and properly stored and curated. When feasible, and determined appropriate in consultation with SHPO, salvaged architectural features shall be reused in other preservation projects.

#### 3. Rehabilitation

The Recipient shall ensure that the treatment of historic properties which the SHPO has determined does not meet the *Standard*, or SHPO approved design guidelines, is carried out in accordance with treatments agreed upon by the Recipient and the SHPO and are incorporated in the final plans and specifications. The final plans and specifications shall be approved by the SHPO prior to initiating the undertaking.

#### 4. New Construction

The Recipient shall ensure that the design of new buildings, or additions, which the SHPO has determined does not meet the *Standards*, or SHPO approved design guidelines, is carried out in accordance with the final plans and specifications reviewed and approved by the SHPO prior to initiating the undertaking.

# 5. Archaeology

In cases where the undertaking will cause unavoidable adverse effects to National Register eligible archaeological properties, the Recipient shall consult with the SHPO to determine whether data recovery or some other treatment measure is in the public interest. If data recovery is the agreed upon treatment measure, the Recipient shall consult further with the SHPO to develop and implement a data recovery plan for those portions of the historic property that will be adversely affected. The data recovery plan shall:

- be based on firm background data, sound planning, and accepted archaeological methods;
- be consistent with applicable State laws and regulations;
- be accomplished in a thorough, efficient manner, using the most cost effective techniques practicable;
- · provide for appropriate curation of archeological materials and records, and
- provide for reporting and interpretation of what has been learned in a format understandable and accessible to the public;
- be consistent with the National Park Service's Archeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines (at: http://www.nps.gov/history/local-law/arch\_stnds\_7.htm). and shall take into account the ACHP's publications, Recommended Approach for Consultation on Recovery of Significant Information from Archeological Sites (1999), ACHP Section 106 Archaeology Guidance (at: http://www.achp.gov/archguide/), and any archaeological guidance issued by the SHPO.

# EXHIBIT M

# AUTHORIZING LEGISLATION (To Be Included In The Final Agreement)

# APPENDIX A

# OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS



# CITY OF ATLANTA

Kasim Reed Mayor SUITE 1700 55 TRINITY AVENUE, SW ATLANTA, GA 30303 (404) 330-6010 Fax: (404) 658-7359 Internet Home Page: <u>www.atlantaga.gov</u>

OFFICE OF
CONTRACT COMPLIANCE
Hubert Owens
Director
howens@atlantaga.gov

June 11, 2012

RE: Project No.: FC# 6017 - Sustainable Home Initiative in the New Economy (S.H.I.N.E.) Multifamily Energy Efficiency Rebate Offer

Dear Prospective City of Atlanta Bidder:

The above referenced contracting opportunity has been designated for competition by and between City of Atlanta Certified Small Business Enterprises (SBEs) only. The Office of Contract Compliance (OCC) information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to demonstrate compliance with all program requirements at or prior to the time of Bid opening, or upon request by OCC. Sheltered market program requirements mandate that the successful City of Atlanta Certified SBE awardee self perform a percentage of the work scope associated with the contract. The successful proponent will receive participation credit for the dollar value of its' self performance. Bidders are required to ensure that all prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract and afford all firms, including Small Business Enterprises (SBE) opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Pay close attention to the specific SBE sheltered market goals for this project and the SBE sheltered market program reminders listed on page 5.

Additionally, as the City of Atlanta is developing its Small Business Enterprise database, prime bidders are encouraged to utilize OCC's self certification application to achieve SBE certification. All firms interested in bidding on this project must be certified as a SBE with the City of Atlanta or have an application for SBE certification submitted to OCC no later than the date and time of the bid opening. City of Atlanta Certified SBE prime proponents must meet the size standards of the United States Small Business Administration Guidelines related to restaurant operators/owners [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: <a href="http://ecfr.gpoaccess.gov/">http://ecfr.gpoaccess.gov/</a> and choosing "Title 13- Business and Credit" from the browse-able drop down field.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

# **Table of Contents**

Policy Statement	1
Implementation of SBE Sheltered Market Policy	2
OCC Review of Bidder Submissions	2
SBE Sheltered Market Program Bid/RFP Submittals	2
Monitoring of SBE Policy	3
Implementation of EEO Policy	3
Monitoring of EEO Policy	3
First Source Jobs Program Policy Statement	3
Small Business Enterprise Goals for this Project	4
Small Business Enterprise Program Reminders	5
Covenant of Non-Discrimination (SBE1)	6
First Source Job Information (Form 4)	7
First Source Jobs Agreement (Form 5)	8

## CITY OF ATLANTA

# SMALL BUSINESS ENTERPRISE SHELTERED MARKET

### POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. On a contract by contract basis, the director of the office of contract compliance in consultation with the Chief Procurement Officer will designate certain procurements as **sheltered market procurement opportunities**. The purpose of the Small Business Enterprise Sheltered Market Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta. Additionally, The City seeks to promote the growth and development of small businesses through mandated self performance of minimum threshold portions of the scope of the contracting opportunities. The City believes this approach assists in its' effort to promote commerce by assisting SBEs to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources. SBE sheltered market requirements and goals for this project are set forth on page 6.

### Implementation of SBE Sheltered Market Policy

The sheltered market designation shall be made only when there is a reasonable expectation that bids will be obtained from at least three responsible COA certified SBEs and that the award will be made at a fair market price. The director of the Office of Contract Compliance and Chief Procurement Officer may agree, with consultation and agreement with the Commissioner of the user agency or his or her designee, to designate certain contracts of a pre-determined expected dollar value for **competition by and between SBEs only**, except for those contracts pertaining to Municipal Street Systems, as described in O.C.G.A. § 32-4-1 et seq., pertaining to public works construction as described in O.C.G.A. § 36-91-1 et seq. or other projects for which a sheltered market would conflict with state law. A sheltered market procurement of a single acquisition or a class of acquisitions may be total or partial. The director of the Office of Contract Compliance and the Chief Procurement Officer may designate a portion of an acquisition as a sheltered market procurement, except for construction.

### OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied "certified SBE prime proponent" requirement of the sheltered market program. All proponents for an SBE sheltered market procurement must be SBE certified by the Office of Contract Compliance or have an application pending on or before bid due dates. Where applicable, OCC will determine whether a certified SBE prime proponent has satisfied the good faith efforts requirement of section 2-1372 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and its review of other relevant facts and circumstances. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the good faith outreach practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars self performed, subcontracted to, and/or expended for services performed by all businesses (including certified SBEs), whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified SBEs within the relevant NAICS Codes for such Eligible Project.

### Small Business Enterprise Program Bid/RFP Submittals

The Covenant of Non Discrimination, the Outreach Efforts Documentation(where applicable), and any other SBE Sheltered Market Project information required by OCC in the solicitation document must be completed in their entirety by each Proponent and submitted with the other required Bid/RFP documents in order for the Bid/RFP to be considered responsive. All SBE prime proponents seeking to receive participation credit must be certified by the City of Atlanta OCC, or have an application pending at the time of the solicitation due date. Failure to timely submit these forms, fully completed, will result in the Bid/RFP being considered as non-responsive, and therefore, excluded from consideration.

### Monitoring Of SBE Sheltered Market Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's SBE Sheltered Market Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The SBE Sheltered Market Project Participation Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific information on a monthly basis that demonstrates the accuracy of reported self performance dollars and percentages, the use of subcontractors and suppliers where applicable as indicated on the SBE Sheltered Market Project Participation Plan. The failure of the successful bidder to provide the specific information by the specified date each month shall be sufficient cause for the City to evoke penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1373.

### Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

### **Monitoring of EEO Policy**

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

### First Source Jobs Program Policy Statement

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

Deborah Lum
Manager, One Stop Services
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, GA 30315
(404) 546-3001

### Small Business Enterprise Sheltered Market Goals for this Project

Project No.: FC# 6017 - Sustainable Home Initiative in the New Economy (S.H.I.N.E.)
Multifamily Energy Efficiency Rebate Offer

The FC# 6017 - Sustainable Home Initiative in the New Economy (S.H.I.N.E.) Multifamily Energy Efficiency Rebate Offer project has been designated as a sheltered market opportunity for certified small business enterprises (SBEs). Therefore, there will be no mandatory subcontractor participation goals included in this solicitation.

All firms interested in bidding on this project must be certified as a SBE with the City of Atlanta or have an application for SBE certification submitted to OCC no later than the date and time of the bid opening. City of Atlanta Certified SBE prime proponents must meet the size standards of the United States Small Business Administration Guidelines related to restaurant operators/owners [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: <a href="http://ecfr.gpoaccess.gov/">http://ecfr.gpoaccess.gov/</a> and choosing "Title 13- Business and Credit" from the browse-able drop down field.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the good faith efforts requirement of section 2-1372 on such Eligible Project. Details of the OCC review process for determination of non-discrimination are detailed on pages 2 and 3 of this document.

### Small Business Enterprise Sheltered Market Program Reminders

- 1. <u>Certification.</u> It is the prime contractor proponent's responsibility to verify that their own SBE certification and those included on their SBE Sheltered Market Project Participation Plans are current and valid. COA SBE certification with the City of Atlanta's Office of Contract Compliance may be obtained by filing with OCC a self-certification form or a letter or other documentation from the United States Small Business Administration that establishes that the firm qualifies as an 8(a) firm or HUBZone firm.
- 2. <u>Reporting.</u> The successful bidder must submit monthly SBE participation reports to the Office of Contract Compliance.
- 3. <u>Subcontractor Contact Form.</u> It is <u>required</u> that bidders list and submit information on <u>all</u> subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
- 4. <u>SBE Ordinance</u>. The SBE Program is governed by the provisions of the SBE Ordinance set forth in the City of Atlanta Code Division 9 section 2 1356 through 2 -1377. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
- 5. <u>Supplier Participation.</u> In order to receive full SBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

### **COVENANT OF NON-DISCRIMINATION**

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of a firm's revenue or employee size with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SBE-2 and SBE-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Signature of Attesting P	'arty		
Title of Attesting Party		·	
On this day of person who signed the a	, 20, bove covenant in my pr	, before me appeared resence.	, the
Notary Public		_	
Seal			

FORM SBE-1

# SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Both SBE and Non-SBE Certified) that were contacted regarding this project.

					-	 
Results of Contact					-	
R			-			
Certification No. and Expiration Date	A STATE OF THE STA					-
Business Ownership (see code below)						-
Type of Work Solicited for		·				
City Of Atlanta Business License? (Yes or No)						
Contact Name, Address and Phone Number						
Name of Sub- contractor/ Supplier						

### FORM SBE-2 (Page 1 of 2)

# SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Both SBE and Non-SBE Certified) that were contacted regarding this project.

			······································	 		
Results of Contact						
Certification No. and Expiration Date						
Business Ownership (see code below)						
Type of Work Solicited for						
City Of Atlanta Business License? (Yes or No)	*	·				
Contact Name, Address and Phone Number						
Name of Sub- contractor/ Supplier						

### FORM SBE-2 (Page 1 of 2)

## EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority Owned and Small Business Enterprise (SBE) subcontractors/suppliers, including lower tiers, to be used on this project.

Percentage (%) of Total	Bid Amount				
	Work and Scope of Work				
SBE Certification	No. and Expiration Date				
Ethnicity of SBE	Ownership	Consideration and Constitution of the Constitu			
Type of Work to be	Performed	The second secon			
NIAC Code					
City of Atlanta	Business License? (yes or no)				
Contact Name, Address and Phone Number					
Name of Sub- contractor/	Supplier				

tion)	Total SBE%_ocontractors current certificati	Proponents must provide copies of sul Project Name:	***Note EBO or DBE certification does not qualify for SBE projects. Proponents must provide copies of subcontractors current certification)  Proponent's Co. Name:  FC#:
	Date:	Signature:	Proponent's Contact Number:
	FC#:	Project Name:	Proponent's Co. Name:
ion)	Total SBE%	Proponents must provide copies of sul	(***Note EBO or DBE certification does not qualify for SBE projects. P

### First Source Job Information

Company Name:
FC No.:
Project Name:
The following entry level positions will become available as a result of the above referenced contract with the City of Atlanta.
1.
2.
3.
4.
5.
Include a job description and all required qualifications for each position listed above.
Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.
Company Representative:
Phone Number:

FORM 4

### First Source Jobs Agreement

	EEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY TORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and b by
This	day of
	Atlanta requires the immediate beneficiary or primary contractor for every eligible project to First Source Jobs employment agreement. The contractor agrees to the following terms and
	The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
	The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
. •	The contractor shall make good faith effort to reach the goal of this employment agreement.
	Details as to the number and description of each entry level job must me provided with the bid.
	The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
	The contractor as a condition of transfer, assignment or otherwise shall require the transfered to agree in writing to the terms of the employment Agreement.
	ermination that a beneficiary or contractor has failed to comply with the terms of this the City may impose the following penalties based on the severity of the non-compliance:
9	The City of Atlanta may withhold payment from the contractor.
	The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
	The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
9	The City of Atlanta may cancel the eligible project.
All terms sta 5-8005.	ated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through
The undersi	gned hereby agrees to the terms and conditions set forth in this agreement.
	Contractor

### APPENDIX B

### INSURANCE AND BONDING REQUIREMENTS

### APPENDIX B INSURANCE & BONDING REQUIREMENTS

FC-6017, Sustainable Home initiative in the New Economy (S.H.I.N.E.) Multifamily Energy Rebate Offer

### A. <u>Preamble</u>

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.

### 1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

### 2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class IX, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

FC-6017 S.H.I.NE Page 1

iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

### 3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

### 4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management 68 Mitchell St. Suite 9100 Atlanta, GA 30303 Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

### 5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements

may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

### 6. Certificate Holder

The City of Atlanta must be named as certificate holder. All notices must be mailed to the attention of Enterprise Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.

### 7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

### 8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.

### 9. <u>Mandatory Sub-Contractor/Consultant Compliance</u>

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

### 10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

### Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

### B. Workers' Compensation and Employer's Liability Insurance

FC-6017 S.H.I.NE Page 3

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. . . . . . Statutory

Employer's Liability:

Bodily Injury by Accident/Disease
\$500,000 each accident
\$500,000 each employee
\$500,000 policy limit

### C. <u>Commercial General Liability Insurance</u>

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than \$1,000,000 per occurrence subject to a \$2,000,000 aggregate. The following indicated extensions of coverage must be provided:

Contractual Liability

Broad Form Property Damage

Medical Expense

Independent Contractor/Consultants/SubContractor/Consultants

Additional Insured Endorsement\* (primary& non-contributing in favor of the City of Atlanta)

Waiver of Subrogation in favor of the City of Atlanta

### D. <u>Commercial Automobile Liability Insurance</u>

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

Owned, Non-owned & Hired Vehicles
 Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

### E. Fidelity Bond or a Crime Policy

The Contractor shall procure and maintain a Fidelity Bond covering all persons receiving or disbursing funds under this contract. The Bond shall be in an amount not less than 100% of the total value of the contract and shall be specifically endorsed to cover loss under this contract and shall name the City of Atlanta as Loss Payee.

### **Payment Bond**

### INSTRUCTIONS

- 1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
- 2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
- Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's
  most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
- 4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
- 5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
- The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite
  the word "Seal."
- 8. The name of each person signing this bond shall be typed or printed in the space provided.

### **Payment Bond**

"City" City of Atlanta, Georgia "Project" Sustainable Home Initiative in the New Econom Rebate Offer "FC No." 6017	ny (S.H.I.N.E.) Multifamily Energy Efficiency
"Principal" (Legal Name and Business Address)	
Type of Organization ("X" one): Individual	
Partnership Joint Venture Corporation	
"Surety:" (Name and Business Address)	
	duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
"Agreement:" Agreement between Principal and City, date performance of Work relative to the Project.	d day of, 20, regarding
"Penal Sum:"	Dollars (\$ ).
KNOW ALL MEN BY THESE PRESENTS, that we, the held and firmly bound to the City in the above Penal Sumade we bind ourselves, our heirs, executors, administrator	m for the payment of which well and truly to be
WHEREAS, the Principal and the City entered into the Ag	reement identified above;
NOW, THEREFORE, the conditions of this obligation are	e such that if the Principal shall make payment of

all Subcontractors and all persons supplying labor, Materials, machinery and Equipment for the

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change,

performance of said work, this obligation shall be void; otherwise of full force and effect.

extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Section 13-10-1 and 36-82-101 *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

sealed this	_day of	the Surety have caused these presents to be duly signed an, 20
PRINCIPAL:		
	-	
		President/Vice President (Sign)
		President/Vice President (Type or Print)
		Attested to by:
		Secretary/Assistant Secretary (Seal)
SURETY:		
•	By:	Attorney-in-Fact (Sign)
		Autorney-in-1 act (orgu)
		Attorney-in-Fact (Type or Print)
APPROVED AS TO FO	DRM	
Associate/Assistant City A	Attorney	<u>.                                    </u>
APPROVED		
City's Chief Financial Off	icer	

### **Performance Bond**

### INSTRUCTIONS

- 1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
- 2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
- 3. Corporation executing the bond as surely must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
- 4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
- 5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
- 6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
- 7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
- 8. The name of each person signing this bond shall be typed or printed in the space provided.

### **Performance Bond**

"City" City of Atlanta, Georgia	
"Project" Sustainable Home Initiative in the New Econon Rebate Offer	ny (S.H.I.N.E.) Multifamily Energy Efficiency
"FC No." 6017	
"Principal" (Legal Name and Business Address)	
Type of Organization ("X" one):    Individual   Partnership   Joint Venture   Corporation	
"Surety:" (Name and Business Address)	
	duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
"Agreement:" Agreement between Principal and City, date performance of Work relative to the Project.	ed day of, 200, regarding
"Penal Sum:"	Dollars (\$ ).
WMOW ALL MEN DW THESE DDESENTS that was the	Debate 1 and County bounds are many 1 at

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

day of	200	Surety have caused these presents to be duly signed and sealed this
•		
PRINCIPAL:		
	Pres	sident/Vice President (Sign)
		sident/Vice President (Type or Print)
	Atte	ested to by:
	Seci	retary/Assistant Secretary (Seal)
SURETY:		
	By:	Attorney-in-Fact (Sign)
		Attorney-in-Fact (Sign)
		Attorney-in-Fact (Type or Print)
APPROVED AS TO FORM		
		· 
Associate/Assistant City Attorney		
APPROVED		
City's Chief Financial Officer		·

### APPENDIX C

### ILLEGAL IMMIRGRATION REFORM AND ENFORCEMENT ACT FORM AND S.A.V.E. FORM

### Appendix E. Illegal Immigration Reform and Enforcement Act Forms

### INSTRUCTIONS TO PROPONENTS/BIDDERS:

All Proponents/Bidders must comply with the Illegal Immigration Reform and Enforcement Act, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Proponents/Bidders must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents/Bidders must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents/Bidders in complying with the requirements of the City's procurement process and the terms of this RFP.

- 1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the proposal/bid prior to proposal due date.
- 2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
- 3. Where the business structure of a Proponent/Bidder is such that Proponent/Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent/Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent/Bidder does not require it to obtain an EIN, each entity comprising Proponent/Bidder must submit a separate Contractor Affidavit.

**Example 1**, ABC, Inc. and XYZ, Inc. form and submit a proposal/bid as Acme Construction, LLC. Acme Construction, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Acme Construction, LLC which includes the Federal Work Authorization User ID Number issued to Acme Construction, LLC.

**Example 2**, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a proposal/bid under the name Acme Construction, JV. If, based on the nature of the JV agreement, Acme Construction, JV is not required to obtain an Employer Identification Number from the IRS. The Proposal/Bid submitted by Acme Construction, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

- 4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
- 5. All Contractor Affidavits must be duly notarized.
- 6. All Contractor Affidavits must be submitted with proposal/bid package.
- 7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

### Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number	Date of Authoriz	zation
Name of Contractor:		
Name of Project:		
Name of Public Employer: <u>City of Atlanta</u>		
I hereby declare under penalty of perjury that the forgoin	g is true and correct.	
Executed on,, 20 in	(city),	(state)
Signature of Authorized Officer or Agent		
Printed name and Title of Authorized Officer or Agent		
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE, DAY OF, 201		
NOTARY PUBLIC My Commission Expires:		:

### Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subco	ontractor verifies its com	pliance with
O.C.G.A. § 13-10-91, stating affirmatively that the indi- engaged in the physical performance of ser	vidual, firm or corporati	on which is
(name of a	vices under a con	tract with
( <u>Atlanta has registered with, is authorized to use and uses the</u>	ontractor)) on behan of	the <u>City of</u>
commonly known as E-Verify, or any subsequent replacer	ne rederal work authorizat	ion program
applicable provisions and deadlines established in O.C.	ment program, in accorda	nce with the
undersigned subcontractor will continue to use the f	G.A. 9 13-10-91. Furth	ermore, the
throughout the contract period and the undersigned subcon	euerar work authorizani	on program
performance of services in satisfaction of such contract	t only with out outcome	me physical
present an affidavit to the subcontractor with the information	ation required by O.C.G.	A & 12 10
91(b). Additionally, the undersigned subcontractor will	forward notice of the re	A. 9 13-10-
affidavit from a sub-subcontractor to the contractor within	of the hosiness days of re	ccipt of an
undersigned subcontractor receives notice of receipt of an	affidavit from any sub-si	ocipi. If the
that has contracted with a sub-subcontractor to forward, w	within five business days	of receipt. a
copy of such notice to the contractor. Subcontractor h	nereby attests that its fe	ederal work
authorization user identification number and date of authori	zation are as follows:	
Federal Work Authorization User Identification Number	Date of Authoriza	tion
Name of Subcontractor:		
Name of Project:		
Name of Public Employer:City of Atlanta		
I hereby declare under penalty of perjury that the forgoi	ing is true and correct.	
Executed on	(city),	(state)
Signature of Authorized Officer or Agent		
Deinted nows and Title CA at 1 1000		
Printed name and Title of Authorized Officer or Agent	•	
SUBSCRIBED AND SWORN BEFORE		
ME ON THIS THE, DAY OF, 201		
	*	
NOTA DV DIDI IC		
NOTARY PUBLIC My Commission Expires:		

### Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

by executing this attidavit, the undersigned sub-subco	ntractor verifies its compliance
with O.C.G.A. §13-10-91, stating affirmatively that the individuengaged in the physical performance of service	al, firm or corporation which i
	s under a contract fo
subcontractor with whom such sub-subcontractor has	of subcontractor or sub
(name of	f contractor) are led 16 for
City of Atlanta has registered with, is authorized to use and use	s the federal yyark anthania di
program commonly known as E-verily. Or any subsequent repla	coment programs is 1
with the applicable provisions and deadlines established in A	ገር ለያ12 10 01 ፡ ኮ ፡፡
and undersigned sub-subconfiguration will confinite to use the feder	mal records as all a similar it
anoughout the contract period and the linderstoned sub-sub-	antrooton will a
physical performance of services in salistraction of such contra	of only with only only
who prosent an armuavit to the sub-slibcontractor with the infe	remotion required 1. O C C .
affidavit to	at the time of such contract, this
WILLIAM VIC III	/ ^ 1
sub-subcontractor with whom such sub-subcontractor has privity undersigned sub-subcontractor will forward action for the subcontractor will be sub-subcontractor will be subcontractor will be subcontra	of contract)). Additionally, the
and the substitution will follow the first recent	at at any affidavit from1
subcontractor to (	(name of subcontractor
subcontractor hereby attests that its federal work authorization	privity of contract)). Sub-
date of authorization are as follows:	user identification number and
Federal Work Authorization User Identification Number	Date of Authorization
N CC	
Name of Contractor:	
Name of Project:	
Name of Public Employer: City of Atlanta	
I hereby declare under penalty of perjury that the forgoing is t	rue and correct
	and correct.
Executed on,, 20 in	(city), (state)
	(Suite)
Signature of Authority 1000	
Signature of Authorized Officer or Agent	
Printed name and Title of Authorized Officer or Agent	
and the of Mathorized Officer of Agent	
SUBSCRIBED AND SWORN BEFORE	
ME ON THIS THE, DAY OF, 201	
NOTARY PUBLIC	



### S.A.V.E. FORM CITY OF ATLANTA AFFIDAVIT VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT SUBMITTED TO DEPARTMENT OF PROCUREMENT

By executing this affidavit under oath, as an applicant for a City of Atlanta Contract, Business License or Georgia Occupation Tax Certificate, Alcohol License, Taxi Permit, Insurance Company License or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Atlanta public benefit:

For: [Name of natural person applying on behalf of incother private entity]	lividual, business, corporation, partnership, or		
I am a United States  OR  2)  I am a legal permanent re otherwise qualified alien or non-immigrant under 18 years of age or older and lawfully present in provide their Alien Registration Number be	esident 18 years of age or older or I am an the Federal Immigration and Nationality Act the United States.* <b>All non-citizens must</b>		
In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.			
	Signature of Applicant: Date:		
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE  DAY OF, 20	Printed Name:		
NOTARY PUBLIC  My commission expires:	*		
*Note: O.C.G.A. § 50-36-1(e)(2) requires that Nationality Act, Title 8 U.S.C., as amended, provlegal permanent residents are included in the feresidents must also provide their alien registration alien registration number may supply another iden	aliens under the federal Immigration and ide their alien registration number. Because ederal definition of "alien," legal permanent number. Qualified aliens that do not have an		